

**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 11, 2013

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35547
(Commission
File Number)

36-4392754
(IRS Employer
Identification No.)

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

60654
(Zip Code)

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

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

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 7.01. Regulation FD Disclosure.

In connection with a private offering described below under Item 8.01, Allscripts Healthcare Solutions, Inc. (the “Company”) intends to disclose certain information to prospective investors. Pursuant to Regulation FD, the Company is furnishing such information as Exhibit 99.1 attached hereto.

The information in this Item 7.01 (including the exhibit hereto) is being furnished under “Item 7.01. Regulation FD Disclosure.” Such information (including the exhibit hereto) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any registration statement or other filing under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 8.01. Other Events.***Proposed Cash Convertible Senior Notes Offering***

On June 12, 2013, the Company issued a press release announcing its intention to offer \$300 million aggregate principal amount of its Cash Convertible Senior Notes due 2020 (the “Notes”) in a private offering pursuant to Rule 144A of the Securities Act and to simultaneously enter into privately negotiated cash convertible note hedge transactions and warrant transactions (collectively, the “Hedge and Warrant Transactions”). The June 12th press release is attached as Exhibit 99.2 hereto and incorporated by reference herein.

Credit Agreement Amendment

On June 11, 2013, the Company entered into a second amendment (the “Amendment”) to its Credit Agreement, dated as of August 20, 2010, amended and restated as of March 31, 2011 (as amended, the “Credit Agreement”), with JPMorgan Chase Bank, N.A., as administrative agent, and the lenders and other agents party thereto. The Company expects the Amendment to become effective upon closing of the note offering described above. The Amendment modifies certain covenants of the Credit Agreement to, among other things, provide for the offering of the Notes and the Hedge and Warrant Transactions. A copy of the Amendment is filed as Exhibit 10.1 hereto and is incorporated by reference herein. The above description of the Amendment is qualified in its entirety by reference to the full text of the Amendment.

Incorporated Information

The information on page 26 of Exhibit 99.1 attached hereto is hereby incorporated by reference into this report and the Company’s registration statements under the Securities Act.

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

- 10.1 Second Amendment, dated June 11, 2013, to the Credit Agreement, dated as of August 20, 2010, amended and restated as of March 31, 2011, among Allscripts Healthcare Solutions, Inc., Allscripts Healthcare, LLC, individually and collectively as the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, as the Lenders, JPMorgan Chase Bank, N.A., as administrative agent, and the other agents party thereto.
- 99.1 Investor presentation dated June 2013.
- 99.2 Press release dated June 12, 2013.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the federal securities laws. Statements regarding future events or developments, our future performance, as well as management’s expectations, beliefs, intentions, plans, estimates or projections relating to the future are forward-looking statements with 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, no assurances can be

given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do so, what impact they will have on our results of operations or financial condition. Such risks, uncertainties and other factors include, among other things: the possibility that our current initiatives focused on product delivery, client experience, streamlining our cost structure, and financial performance may not be successful, which could result in declining demand for our products and services, including attrition among our existing customer base; the impact of the realignment of our sales and services organization; potential difficulties or delays in achieving platform and product integration and the connection and movement of data among hospitals, physicians, patients and others; the risks that we will not achieve the strategic benefits of the merger with Eclipsys Corporation (Eclipsys) or our acquisition of dbMotion, Ltd. (dbMotion), or that the Allscripts products will not be integrated successfully with the Eclipsys and dbMotion products; competition within the industries in which we operate, including the risk that existing clients will switch to products of competitors; failure to maintain interoperability certification pursuant to the Health Information Technology for Economic and Clinical Health Act (HITECH), with resulting increases in development and other costs for us and possibly putting us at a competitive disadvantage in the marketplace; the volume and timing of systems sales and installations, the length of sales cycles and the installation process and the possibility that our 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; we may incur costs or customer losses relating to the standardization of our small office electronic health record and practice management systems that could adversely affect our results of operations; competitive pressures including product offerings, pricing and promotional activities; our ability to establish and maintain strategic relationships; errors or similar problems in our software products or other product quality issues; the outcome of any legal proceeding that has been or may be instituted against us and others; compliance obligations under new and existing laws, regulations and industry initiatives, including new regulations relating to HIPAA/HITECH, increasing enforcement activity in respect of anti-bribery, fraud and abuse, privacy, and similar laws, and future changes in laws or regulations in the healthcare industry, including possible regulation of our software by the U.S. Food and Drug Administration; the possibility of product-related liabilities; our ability to attract and retain qualified personnel; the continued implementation and ongoing acceptance of the electronic record provisions of the American Recovery and Reinvestment Act of 2009, as well as elements of the Patient Protection and Affordable Care Act (aka health reform) which pertain to healthcare IT adoption, including uncertainty related to changes in reimbursement methodology and the shift to pay-for-outcomes; maintaining our intellectual property rights and litigation involving intellectual property rights; legislative, regulatory and economic developments; risks related to third-party suppliers and our ability to obtain, use or successfully integrate third-party licensed technology; breach of data security by third parties and unauthorized access to patient health information by third parties resulting in enforcement actions, fines and other litigation. See our Annual Report on Form 10-K/10K-A for 2012 and other public filings with the SEC for a further discussion of these and other risks and uncertainties applicable to our business. The statements herein speak only as of their date and we undertake no duty to update any forward-looking statement whether as a result of new information, future events or changes in expectations.

SIGNATURE

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

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

Date: June 12, 2013

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

Exhibit Index

- 10.1 Second Amendment, dated June 11, 2013, to the Credit Agreement, dated as of August 20, 2010, amended and restated as of March 31, 2011, among Allscripts Healthcare Solutions, Inc., Allscripts Healthcare, LLC, individually and collectively as the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, as the Lenders, JPMorgan Chase Bank, N.A., as administrative agent, and the other agents party thereto.
- 99.1 Investor presentation dated June 2013.
- 99.2 Press release dated June 12, 2013.

SECOND AMENDMENT

SECOND AMENDMENT, dated as of June 11, 2013 (this "Amendment"), to the CREDIT AGREEMENT, dated as of August 20, 2010, amended and restated as of March 31, 2011 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a Delaware corporation, ALLSCRIPTS HEALTHCARE, LLC, a North Carolina limited liability company (individually and collectively, the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent") and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrower has requested that the Required Lenders approve certain provisions of the Credit Agreement as set forth herein; and

WHEREAS, pursuant to such request, the Required Lenders are willing to consent to such amendments on the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Borrower, the Administrative Agent and the Required Lenders hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

2. Amendments to Section 1.01 (Defined Terms).

(a) Section 1.01 of the Credit Agreement is hereby amended by adding the following definitions in proper alphabetical order:

"CFC Domestic Subsidiary": any Domestic Subsidiary that is owned by a Foreign Subsidiary that is a Controlled Foreign Corporation.

"Convertible Securities": any Indebtedness of the Borrower or any Subsidiary of the Borrower or preferred stock of the Borrower that is or will become, upon the occurrence of certain specified events or after the passage of a specified amount of time, convertible into or exchangeable for Capital Stock of the Borrower or any Subsidiary of the Borrower, cash or any combination thereof.

"Permitted Equity Derivative Instruments": any call options or forward purchase contracts (or similar instruments) relating to the Capital Stock of the Borrower or any Subsidiary of the Borrower (or the cash value thereof), any share loan agreements or similar arrangements (for the lending of Capital Stock by the Borrower or any Subsidiary of the Borrower to any underwriter or third party) and any warrants to purchase or otherwise acquire any Capital Stock of the Borrower or any Subsidiary of the Borrower (or the cash value thereof), in each case purchased, entered into or issued contemporaneously or otherwise in connection with the issuance of Convertible Securities and any instrument entered into in connection with any "unwind" of any of the foregoing;

provided that, with respect to any such issuance of Convertible Securities, the aggregate cash consideration paid by the Borrower and its Subsidiaries for Permitted Equity Derivative Instruments acquired, entered into or issued in connection therewith (net of any proceeds received by the Borrower and its Subsidiaries for the sale or issuance of any Permitted Equity Derivative Instruments entered into or issued in connection therewith) shall not exceed \$40,000,000.

“Specified Change in Control”: a “change in control” or “fundamental change” (or any other defined term having a similar purpose), as defined in any indenture or other instrument governing any Convertible Securities.

(b) The definition of “Capital Stock” is hereby amended by adding the following text immediately prior to the “.” at the end thereof:

“and any and all securities convertible into or exchangeable into any of the foregoing (but excluding, for the avoidance of doubt, Indebtedness convertible into or exchangeable for any of the foregoing)”

(c) The definition of “Change in Control” is hereby amended by (i) deleting the word “or” immediately preceding clause (b) thereof and substituting “;” in lieu thereof and (ii) inserting the following immediately prior to the “.” at the end thereof:

“or (c) Specified Change in Control if the holders of the related Convertible Securities holding more than \$25,000,000 thereof elect to put such Convertible Securities to the Borrower”

(d) The definition of “EBIT” is hereby amended by (i) deleting the word “and” immediately preceding clause (e) thereof and substituting “;” in lieu thereof and (ii) inserting the following new clauses (f) and (g) before the last proviso therein:

“(f) any transaction fees and expenses incurred by the Borrower or any of its Subsidiaries in connection with any Convertible Securities and/or any Permitted Equity Derivative Instruments which have been paid in cash during such period (provided that, for the avoidance of doubt, the amount permitted to be added back pursuant to this clause (f) shall not include any cash consideration paid by the Borrower and its Subsidiaries in respect of any Permitted Equity Derivative Instruments); and (g) any write-off of capitalized debt issuance costs associated with Indebtedness (including the Loans) during such period”

(e) The definition of “EBITDA” is hereby amended by (i) deleting the word “and” immediately preceding clause (e) thereof and substituting “;” in lieu thereof and (ii) inserting the following new clauses (f) and (g) before the last proviso therein:

“(f) any transaction fees and expenses incurred by the Borrower or any of its Subsidiaries in connection with any Convertible Securities and/or any Permitted Equity Derivative Instruments which have been paid in cash during such period (provided that, for the avoidance of doubt, the amount permitted to be added back pursuant to this clause (f) shall not include any cash consideration paid by the Borrower and its Subsidiaries in respect of any Permitted Equity Derivative Instruments); and (g) any write-off of capitalized debt issuance costs associated with Indebtedness (including the Loans) during such period”

(f) The definition of “Excluded Property” is hereby amended by inserting immediately preceding the text “and (ix)” the phrase “and all assets of any CFC Domestic Subsidiary”.

(g) The definition of “Indebtedness” is hereby amended by adding the following as the last sentence of such definition:

“Notwithstanding anything to the contrary set forth herein, in no event shall any Permitted Equity Derivative Instruments or obligations thereunder constitute Indebtedness under this Agreement.”

(h) The definition of “Subsidiary Guarantor” is hereby amended by adding immediately after the phrase “any Foreign Subsidiary” the phrase “or CFC Domestic Subsidiary”.

3. Amendment to Section 4.17 (Use of Proceeds). Section 4.17 of the Credit Agreement is hereby amended by amending and restating the language in the parentheses at the end thereof as follows:

“including the financing of Permitted Acquisitions, the refinancing of Indebtedness (including the seller notes and deferred purchase price obligations incurred in connection with the acquisition of dbMotion, Ltd.) to the extent not prohibited by Section 7.9, and to make Restricted Payments to the extent permitted by Section 7.6”

4. Amendment to Section 6.10 (Additional Collateral, etc.). Section 6.10 of the Credit Agreement is hereby amended by (i) deleting the phrase “or otherwise not constituting Excluded Property” in clause (b) thereof, (ii) deleting the text of clause (y) of the second parenthetical of clause (b) thereof and substituting in lieu thereof the phrase “Excluded Property” and (iii) inserting immediately after the phrase “other than a Foreign Subsidiary” in the first parenthetical of clause (c) thereof the phrase “or CFC Domestic Subsidiary”.

5. Amendment to Section 7.2 (Indebtedness). Section 7.2 of the Credit Agreement is hereby amended by (i) deleting the word “and” immediately preceding clause (i) thereof, (ii) deleting the “.” at the end of clause (i) thereof and substituting “; and” in lieu thereof and (iii) inserting the following section (j):

“(j) additional Indebtedness of the Borrower or any of its Subsidiaries in respect of Convertible Securities in an aggregate principal amount (for the Borrower and all Subsidiaries) not to exceed \$350,000,000; provided that the Net Cash Proceeds thereof (for the avoidance of doubt, after deducting any proceeds used by the Borrower or any Subsidiary thereof to purchase or otherwise acquire any Permitted Equity Derivative Instrument contemporaneously or otherwise in connection with the issuance of such Convertible Securities) shall be applied within ten (10) Business Days after the date of such issuance or incurrence toward the prepayment of Term Loans (with such application of proceeds to be in accordance with the provisions of Sections 2.11(e) (as if such prepayment were required pursuant to Section 2.11(b)) and 2.17(b)).”

6. Amendment to Section 7.6 (Restricted Payments). Section 7.6 of the Credit Agreement is hereby amended by (i) deleting the word “and” immediately preceding clause (e) thereof, (ii) deleting the “.” at the end of clause (e) thereof and substituting “; and” in lieu thereof and (iii) inserting the following section (f):

“(f) the Borrower may purchase and settle, and acquire any Capital Stock (or the cash value thereof) pursuant to, and otherwise perform its obligations under, any Permitted Equity Derivative Instruments.”

7. Amendment to Section 7.8 (Investments). Section 7.8 of the Credit Agreement is hereby amended by (i) deleting the word “and” immediately preceding clause (q) thereof, (ii) deleting the “.” at the end of clause (q) thereof and substituting “; and” in lieu thereof and (iii) inserting the following section (r):

“(r) Investments consisting of Permitted Equity Derivative Instruments. For the avoidance of doubt, the purchase by a Group Member of any Capital Stock, bonds, notes, debentures or other debt securities issued by such Group Member shall not be deemed to be an investment under this Section 7.8.”

8. Amendment to Section 7.9 (Optional Payments and Modifications of Certain Debt Instruments). Section 7.9 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

“For the avoidance of doubt, no Indebtedness (including Indebtedness which constitutes Convertible Securities) shall be deemed to be “subordinated Indebtedness” for purposes of this Section 7.9 except to the extent such Indebtedness is expressly subordinated in right of payment to the Obligations.”

9. Amendment to Section 7.12 (Swap Agreements). Section 7.12 of the Credit Agreement is hereby amended by (i) deleting the word “and” immediately preceding clause (b) thereof and substituting “;” in lieu thereof and (ii) adding the following text immediately prior to the “.” at the end thereof:

“and (c) Permitted Equity Derivative Instruments”

10. Amendment to Section 8 (Events of Default). Section 8(e) of the Credit Agreement is hereby amended by (i) inserting “(A)” immediately after the text “provided, that” thereof and (ii) adding the following text immediately prior to the text “; or” at the end thereof:

“and (B) neither (i) the Convertible Securities becoming convertible or exchangeable by their terms, (ii) the conversion or exchange thereof nor (iii) less than an aggregate principal amount of \$25,000,000 of the Convertible Securities becoming due prior to their stated maturity in accordance with their terms (other than as a result of a default under the terms of such Convertible Securities), in each case, whether for or into Capital Stock of the Borrower or any Subsidiary of the Borrower, cash or any combination thereof, shall constitute a Default or an Event of Default pursuant to this paragraph (e)”

11. Effectiveness. This Amendment shall become effective on the date (the “Second Amendment Effective Date”) on which all of the following conditions precedent have been satisfied or waived:

(a) Amendment. The Administrative Agent shall have received a counterpart of this Amendment, executed and delivered by a duly authorized officer of each of the Borrower, the Required Lenders and the Administrative Agent.

(b) Acknowledgement and Consent. The Administrative Agent shall have received an executed Acknowledgement and Confirmation, in the form attached hereto as Annex A, from an authorized officer of each Loan Party.

(c) Representations and Warranties and No Default. The Administrative Agent shall have received a certificate, dated the Second Amendment Effective Date and signed by a Responsible Officer of the Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 5.2 of the Credit Agreement as of such date.

(d) Fees. The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Second Amendment Effective Date for which invoices have been presented, including all reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by any Loan Party hereunder or under any other Loan Document.

12. Continuing Effect of the Credit Agreement. This Amendment shall not constitute an amendment of any other provision of the Credit Agreement not expressly referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Borrower that would require a waiver or consent of the Lenders or the Administrative Agent. Except as expressly amended hereby, the provisions of the Credit Agreement and each other Loan Document are and shall remain in full force and effect. The Borrower and the other parties hereto acknowledge and agree that this Amendment shall constitute a Loan Document.

13. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

14. GOVERNING LAW; WAIVER OF JURY TRIAL THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 10.18 OF THE CREDIT AGREEMENT AS IF SUCH SECTION WERE SET FORTH IN FULL HEREIN.

15. Expenses. The Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable out-of-pocket costs and expenses incurred in connection with this Amendment, any other documents prepared in connection herewith and the transaction contemplated hereby, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

By /s/ Richard J. Poulton

Name: Richard J. Poulton

Title: Chief Financial Officer

ALLSCRIPTS HEALTHCARE, LLC

By /s/ Richard J. Poulton

Name: Richard J. Poulton

Title: Chief Financial Officer

[Allscripts Amendment]

JPMORGAN CHASE BANK, N.A., individually, as
Administrative Agent and as a Lender

By /s/ Sabir Hashmy

Name: Sabir Hashmy

Title: Sr. Vice President

[Allscripts Amendment]

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a
Lender

By: /s/ Jaime Sussman

Name: Jaime Sussman

Title: VP

[Allscripts Amendment]

Mizuho Corporate Bank, Ltd., as a Lender

By: /s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Authorized Signatory

[Allscripts Amendment]

US Bank National Association, as a Lender

By: /s/ Michael West

Name: Michael West

Title: Vice President

[Allscripts Amendment]

Wells Fargo Bank, N.A., as a Lender

By: /s/ David J. Sanchez

Name: David J. Sanchez

Title: Authorized Signor

[Allscripts Amendment]

TD BANK, N.A., as a Lender

By: /s/ Ms. Shreya Shah

Name: Ms. Shreya Shah

Title: Senior Vice President

[Allscripts Amendment]

FIFTH THIRD BANK, as a Lender

By: /s/ Nathaniel E. Sher

Nathaniel E. Sher
Vice President

[Allscripts Amendment]

COMPASS BANK, as a Lender

By: /s/ Charles Randolph

Name: Charles Randolph

Title: Senior Vice President

[Allscripts Amendment]

Bank of America, N.A., as a Lender

By: /s/ Suzanne B. Smith

Name: Suzanne B. Smith

Title: Senior Vice President

[Allscripts Amendment]

HSBC Bank USA, N.A., as a Lender

By: /s/ Kim Puszczewicz

Name: Kim Puszczewicz

Title: Vice President

[Allscripts Amendment]

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ David A. Wild

Name: David A. Wild

Title: Senior Vice President

[Allscripts Amendment]

Deutsche Bank Trust Company Americas, as a Lender

By: /s/ Marcus M. Tarkington

Name: Marcus M. Tarkington

Title: Director

/s/ Benjamin South

Benjamin South

Vice President

[Allscripts Amendment]

Citibank, N.A., as a Lender

By: /s/ Islam Zafar Khan

Name: Islam Zafar Khan

Title: Vice President

[Allscripts Amendment]

SUNTRUST BANK, as a Lender

By: /s/ John Cappellari

Name: John Cappellari

Title: Director

[Allscripts Amendment]

RBS CITIZENS, N.A., as a Lender

By: /s/ Lisa A. Garling

Name: Lisa A. Garling

Title: Vice President

[Allscripts Amendment]

First Tennessee Bank, National Association, as a Lender

By: /s/ James H. Moore, Jr.

Name: James H. Moore, Jr.

Title: Senior Vice President

Allscripts Amendment

UNION BANK, N.A., as a Lender

By: /s/ Sarah Willett

Name: Sarah Willett

Title: VP

[Allscripts Amendment]

FIRST HAWAIIAN BANK, as a Lender

By: /s/ Dawn Hofmann

Name: Dawn Hofmann

Title: Senior Vice President

[Allscripts Amendment]

ACKNOWLEDGEMENT AND CONFIRMATION

Each of the parties hereto hereby acknowledges and consents to the Second Amendment, dated as of June , 2013 (the “ Amendment”), to the Credit Agreement, dated as of August 20, 2010 and amended and restated as of March 31, 2011 (as amended, supplemented or modified from time to time, the “Credit Agreement”; capitalized terms used herein, but not defined, shall have the meanings set forth in the Credit Agreement), among ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., a Delaware corporation, ALLSCRIPTS HEALTHCARE, LLC, a North Carolina limited liability company, the several banks and other financial institutions or entities from time to time parties thereto and JPMORGAN CHASE BANK, N.A., as administrative agent, and agrees with respect to each Loan Document to which it is a party:

(a) all of its obligations, liabilities and indebtedness under such Loan Document shall remain in full force and effect on a continuous basis regardless of the effectiveness of the Amendment; and

(b) all of the Liens and security interests created and arising under such Loan Document remain in full force and effect on a continuous basis, and the perfected status and priority of each such Lien and security interest continues in full force and effect on a continuous basis, unimpaired, uninterrupted and undischarged, regardless of the effectiveness of the Amendment, as collateral security for its obligations, liabilities and indebtedness under the Credit Agreement and under its guarantees in the Loan Documents.

THIS ACKNOWLEDGMENT AND CONFIRMATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ACKNOWLEDGMENT AND CONFIRMATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Acknowledgment and Confirmation may be executed by one or more of the parties to this Acknowledgement and Confirmation on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Acknowledgement and Confirmation by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank.]

[LOAN PARTIES]

By _____
Name:
Title:

June 2013

Allscripts Investor Presentation



Forward-Looking Statements

This presentation contains forward-looking statements within the meaning of the federal securities laws. Statements regarding future events or developments, our future performance, as well as management's expectations, beliefs, intentions, plans, estimates or projections relating to the future are forward-looking statements with 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, no assurances can be given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do so, what impact they will have on our results of operations or financial condition. Such risks, uncertainties and other factors include, among other things: the possibility that our current initiatives focused on product delivery, client experience, streamlining our cost structure, and financial performance may not be successful, which could result in declining demand for our products and services, including attrition among our existing customer base; the impact of the realignment of our sales and services organization; 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 we will not achieve the strategic benefits of the merger (the "Eclipsys Merger") with Eclipsys Corporation (Eclipsys), or other companies that we have purchased or that the Allscripts products will not be integrated successfully with these other companies products; competition within the industries in which we operate, including the risk that existing clients will switch to products of competitors; failure to maintain interoperability certification pursuant to the Health Information Technology for Economic and Clinical Health Act (HITECH), with resulting increases in development and other costs for us and possibly putting us at a competitive disadvantage in the marketplace; the volume and timing of systems sales and installations, the length of sales cycles and the installation process and the possibility that our 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; any costs or customer losses we may incur relating to the standardization of our small office electronic health record and practice management systems that could adversely affect our results of operations; competitive pressures including product offerings, pricing and promotional activities; our ability to establish and maintain strategic relationships; errors or similar problems in our software products or other product quality issues; the outcome of any legal proceeding that has been or may be instituted against us and others; compliance obligations under new and existing laws, regulations and industry initiatives, including new regulations relating to HIPAA/HITECH, increasing enforcement activity in respect of anti-bribery, fraud and abuse, privacy, and similar laws, and future changes in laws or regulations in the healthcare industry, including possible regulation of our software by the U.S. Food and Drug Administration; the possibility of product-related liabilities; our ability to attract and retain qualified personnel; the continued implementation and ongoing acceptance of the electronic record provisions of the American Recovery and Reinvestment Act of 2009, as well as elements of the Patient Protection and Affordable Care Act (aka health reform) which pertain to healthcare IT adoption, including uncertainty related to changes in reimbursement methodology and the shift to pay-for-outcomes; maintaining our intellectual property rights and litigation involving intellectual property rights; legislative, regulatory and economic developments; risks related to third-party suppliers and our ability to obtain, use or successfully integrate third-party licensed technology; and breach of data security by third parties and unauthorized access to patient health information by third parties resulting in enforcement actions, fines and other litigation. See our Annual Report on Form 10-K/10K-A for 2012 and other public filings with the Securities and Exchange Commission (the "SEC") for a further discussion of these and other risks and uncertainties applicable to our business. The statements herein speak only as of their date and we undertake no duty to update any forward-looking statement whether as a result of new information, future events or changes in expectations.

Explanation of Non-GAAP Financial Measures

Allscripts reports its financial results in accordance with generally accepted accounting principles, or GAAP. To supplement this information, Allscripts presents in this release non-GAAP revenue, and net income, including non-GAAP net income on a per share basis, and Adjusted EBITDA, which are non-GAAP financial measures under Section 101 of Regulation G under the Securities Exchange Act of 1934, as amended.

Non-GAAP revenue consists of GAAP revenue as reported and adds back the provision for revenue deferral as well as acquisition-related deferred revenue adjustment booked for GAAP purposes.

Non-GAAP net income consists of GAAP net income as reported, excludes acquisition-related amortization, stock-based compensation expense and non-recurring expenses and transaction-related costs, and adds back the provision for revenue deferral as well as acquisition-related deferred revenue adjustments, in each case net of any related tax effects. Non-GAAP net income also includes a tax rate alignment adjustment.

Adjusted EBITDA is a non-GAAP measure and consists of GAAP net income (loss) as reported and adjusts for: the provision for revenue deferral; provision/(benefit) for income taxes; net interest expense and interest income and other income/(expense); stock-based compensation expense; depreciation and amortization; deferred revenue adjustment; non-recurring and transaction-related costs; and non-cash asset impairment charges.

Our Vision

An Open, Connected Community of Health™

*We provide clinical, financial,
connectivity and information
SOLUTIONS and related professional
services to physicians, health systems,
hospitals and post-acute organizations.*

*We deliver insights that healthcare
providers require to generate world-class
outcomes and transform healthcare by
improving the quality and efficiency of
patient care.*



Who We Are and What We Do

OUR Solutions

- Electronic Health Record Technology
- Revenue Cycle Management
- Professional Services
- Clinical & Financial Transaction Management
- Hosting
- Connectivity
- Population Health Management
- IT Outsourcing

OUR CLIENTS

- 180,000 Physicians
- 50,000 Physician Practices
- 1,500 Hospitals
- 10,000 Post-acute Facilities
- 27,000 Individual Post-acute Providers

OUR COMPANY

- ~\$1.45BB 2012 Revenue
- ~7,100 Employees
- Grow 2013 R&D¹ double-digits
- Breadth and depth of solutions across the continuum of care

¹Total research and development costs before software capitalization.

Investment Highlights

MARKET LEADER

- ✓ Diverse, industry-leading client base
- ✓ Brand name recognition
- ✓ OPEN systems

COMPLETE PRODUCT PORTFOLIO

- ✓ Depth and breadth
- ✓ Maximizes opportunities to expand market and wallet share
- ✓ Significant investment in technology platform and mobile platforms

DYNAMIC GROWTH MARKET

- ✓ Clinical innovation & regulatory requirements drive incremental client demand
- ✓ Replacement opportunity with fragmented, legacy vendors
- ✓ Connectivity, care coordination, analytics solutions for population health management
- ✓ Select global opportunities

OPERATING LEVERAGE

- ✓ Scalable platform for sales growth
- ✓ \$40-50MM SG&A cost savings in 2014
- ✓ Making key investments today

SOUND FINANCIAL MODEL

- ✓ ~\$2.7BB revenue backlog (March 31, 2013)
- ✓ ~74% recurring revenue (March 31, 2013)
- ✓ ~\$223MM 2012 operating cash flow

Agenda

Shift to value →



MARKET

Strong position



DIFFERENTIATION



GROWTH



A Large, Dynamic Market

U.S. Acute/Ambulatory EHR Opportunity ~\$43BB



Source: McKinsey & Company

Industry Demand Drivers

Meaningful Use

- ~\$20BB federal program to drive “meaningful” adoption of electronic health records
 - Technology and regulatory bar increases over time
 - Yields opportunity for market share gains and competitor replacement/additions

ICD-10

- Overhaul of healthcare coding system for procedures, diagnosis and billing
- Opportunities to upgrade revenue cycle management systems
- Professional and related services opportunity

HIPAA

- Recent updates to HIPAA Rules drive additional HIPAA compliance requirements
- Technology platform enables and facilitates sharing of information
 - Critical criteria for success in next generation technology systems

Population Health Management

- Shift away from volume to value
- Requires infrastructure above and beyond the electronic health record
- Connect, analyze and coordinate care across a community
- Patient and consumer engagement
- The PHM technology market could grow to exceed \$60BB by 2025¹

Allscripts well positioned to capitalize on evolving market

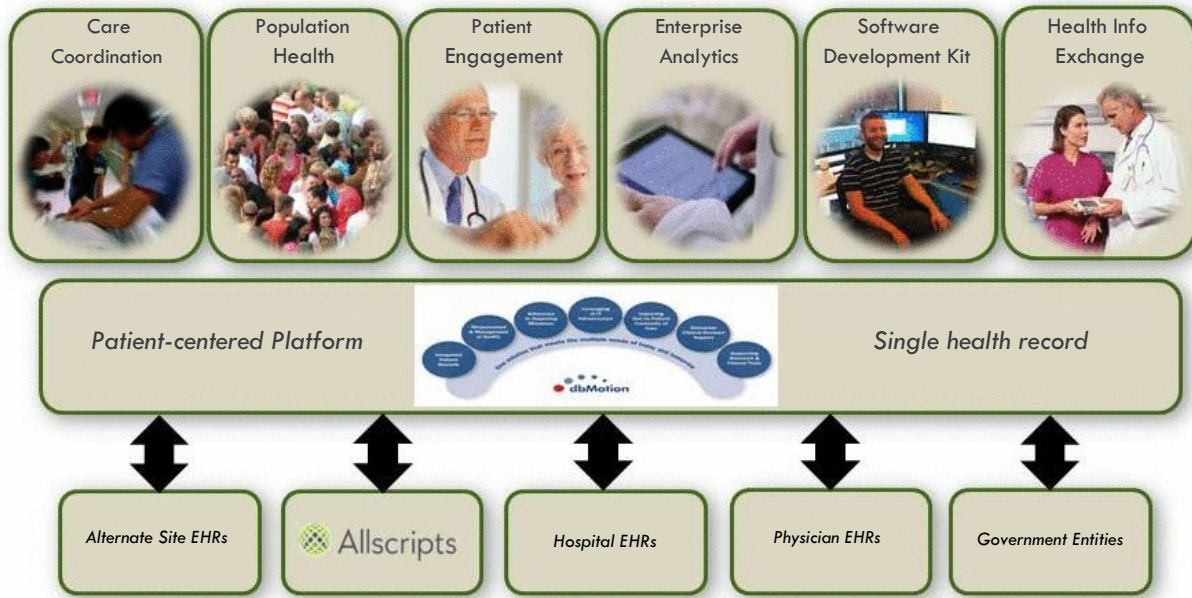
¹ Source: Equity research reports

Unsustainable Trend Requiring Change



Source: HFMA "Value in Healthcare: Current State & Future Directions, June 2011

Unsustainable Trend Requiring Change... Will Drive Future Growth Opportunities "Above" the EHR



Allscripts provides connectivity, analytics and services across the community, regardless of underlying system – a key differentiator for the future



MARKET



DIFFERENTIATION

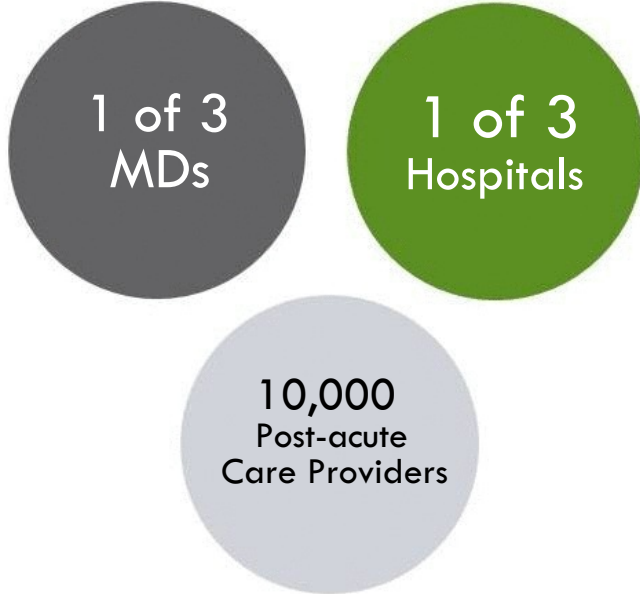


GROWTH



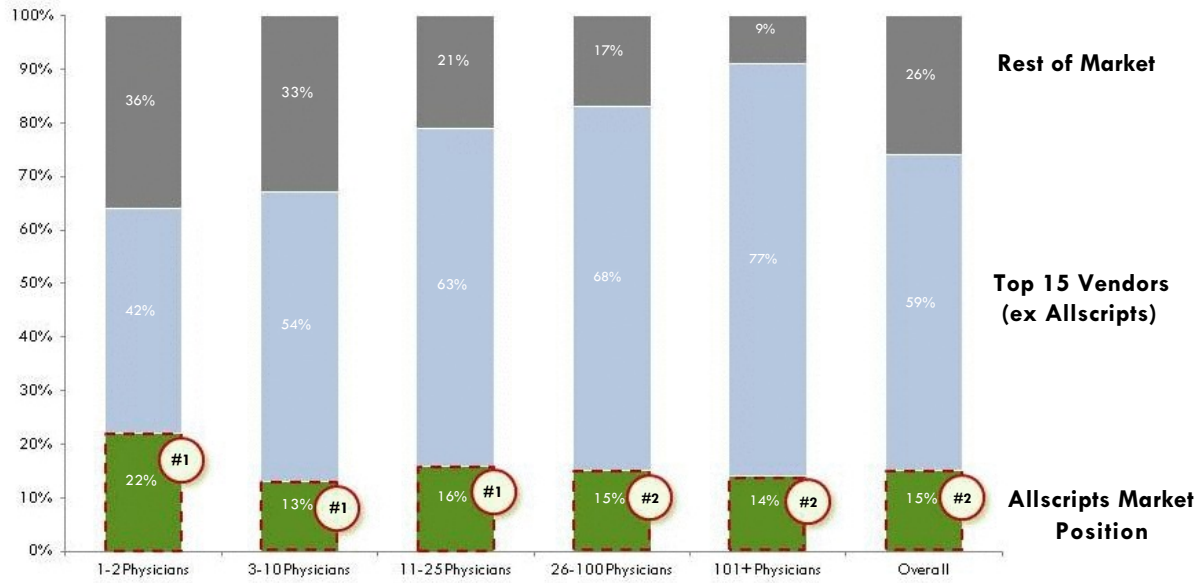
Leading Footprint Across the Market

Used By:



Leading Market Share in Ambulatory

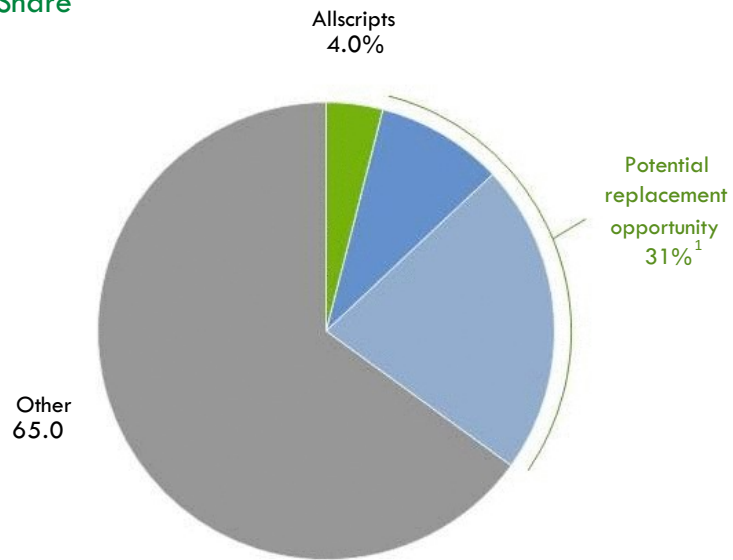
2012 Share by Practice Size



Source: Capsite, 2012 US Ambulatory EHR & PM Study, August 2012

Positioned for Growth in Acute

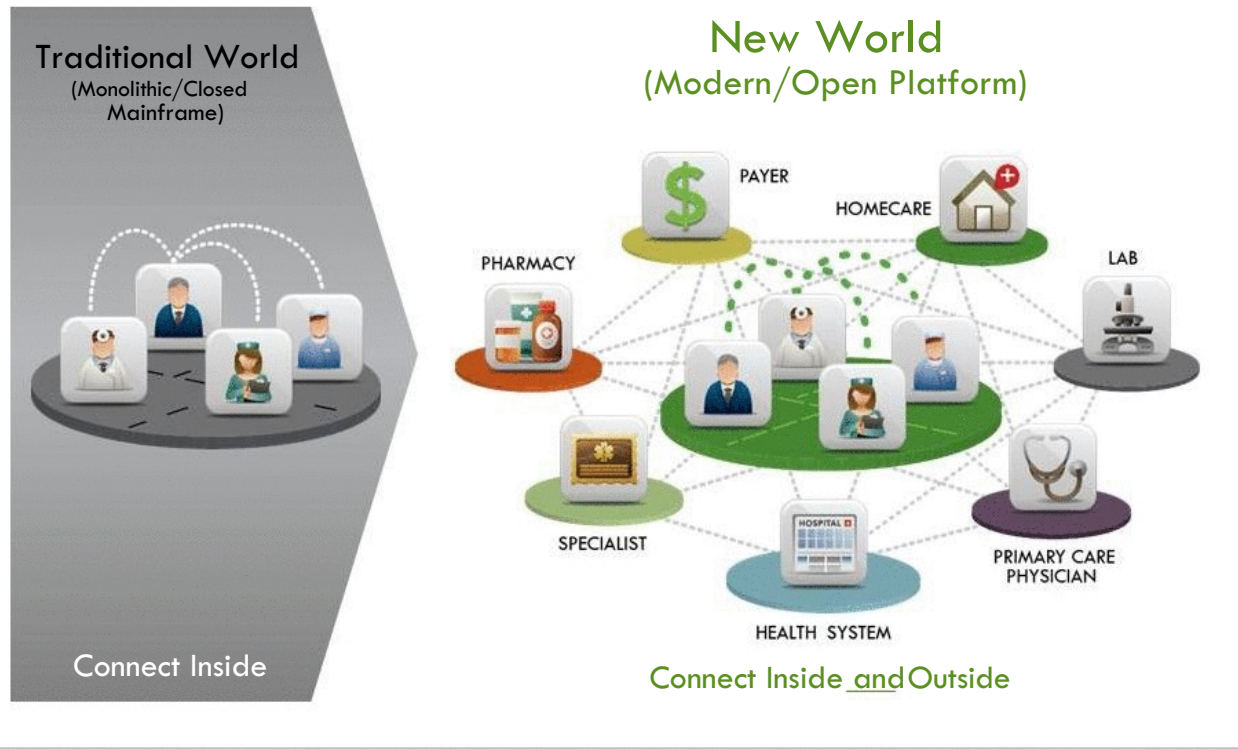
Total 2012 Market Share



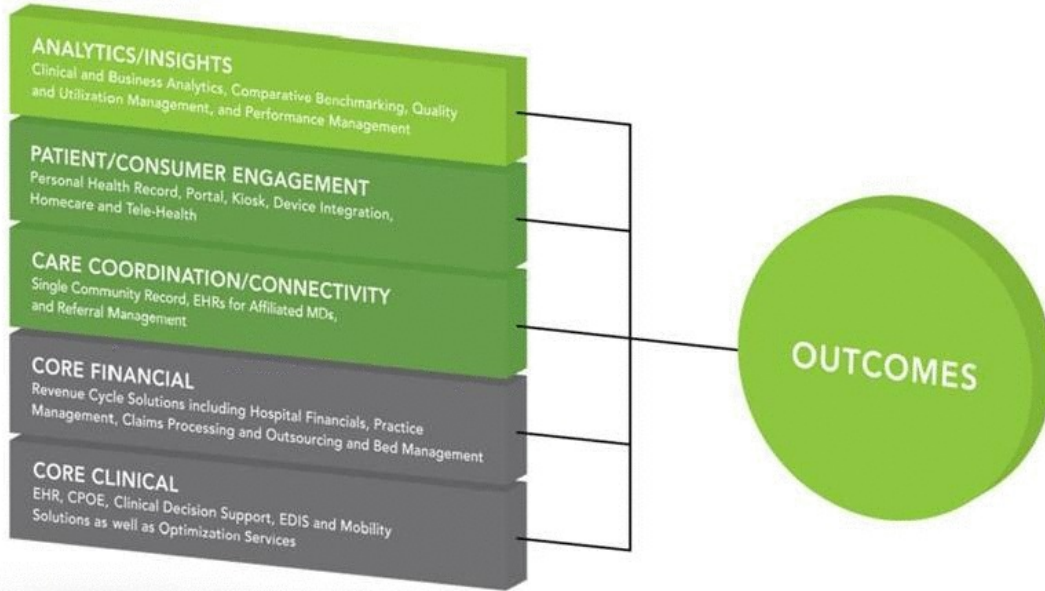
Source: Analysis of HIMSS Analytics, CDR, 2011-2012.

1. For illustrative purposes, two acute vendors with ~22% and ~9% of the hospital IT market.

To Succeed in Value Based Care: Interoperability, Open Platform



Our Solutions: OPEN + Depth & Breadth



Complete Core Solution Set

Physician

- Enterprise EHR and Practice Management
- Professional EHR and Practice Management
- Pathway Solutions

Hospital & Health System

- Sunrise Clinical Manager
- Sunrise Financial Manager
- Sunrise Ambulatory
- Allscripts Care Management

At Home/Alternate Site

- Provides business, clinical and scheduling functionality for multiple lines of business – home, health, hospital & private duty
- Referral Management allows home health agencies, hospice agencies, and post-acute facilities to track all patient referrals

Electronic Health Records

Clinical and Financial Management

Homecare

Practice Management

Care Management

Care Management

Payerpath

Emergency Department

Deploy as software, SaaS & hosted solutions

SOLUTIONS for the “Virtual Layer” Beyond the EHR: Patient Engagement, Connectivity, Analytics and Care Coordination

Clinical Analytics & Financial Analytics: CQS; dB Motion; EPSi

Care Coordination Applications: e.g. Care Director, Care Management

Health Information Exchange: dbMotion

Patient Engagement: Follow My Health™

Physician

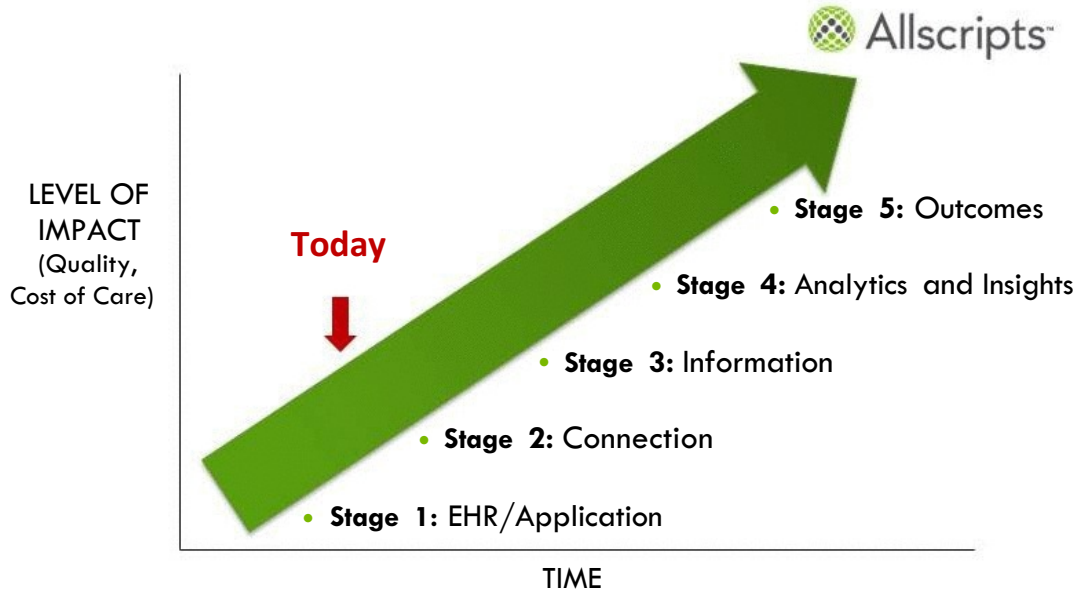
Hospital & Health System

At Home/Alternate Site

Technology platform a source of competitive advantage for the future

Well-positioned for Next Generation of Healthcare

- Significant drivers post Meaningful Use: Accountable Care Organization functionality, care coordination and predictive analytics (i.e. Population Health Management)
- Interoperability, connectivity, clinical decision support to drive better outcomes



Allscripts Leadership

Stabilized and experienced team comprised of HCIT and technology veterans

Name	Title	Years Relevant Experience	Experience
Paul Black	CEO and President	25+	Cerner, IBM
Rick Poulton	Chief Financial Officer	25+	AAR, United Airlines, Arthur Andersen
Cliff Meltzer	EVP, Solutions Development	30+	CA Technologies, Apple, Cisco, IBM
Steve Shute	EVP, Sales & Services	18	IBM
Joe Carey	Client Experience Officer	23	Enterprise Systems, HBOC
Brian Farley	SVP, General Counsel	20+	Motorola, Level 3, Rythms NetConnections
Dennis Olis	SVP, Operations	25+	Motorola
Deborah Snow	SVP, Culture & Talent	18	Cisco, Bank of America
Diane Bradley	Chief Quality and Outcomes Officer	16	Motorola, University Health System



MARKET



DIFFERENTIATION



GROWTH



Strategic Imperatives for 2013

Client Commitments

- Deliver timely, high-quality upgrades, ensuring client success with upcoming regulatory compliance requirements
- Invest in improving client satisfaction
- "Centers of Excellence" R&D/support strategy
- \$500MM R&D and M&A commitment in 2013

Position for Growth

- Acquired leading connectivity provider dbMotion and patient engagement platform "Follow My Health"
- Delivered integrated acute revenue cycle management solution
- Increase deployment of hosted and mobile solutions
- Launched Population Health Management applications including "Care Director"

Enhance Financial Consistency

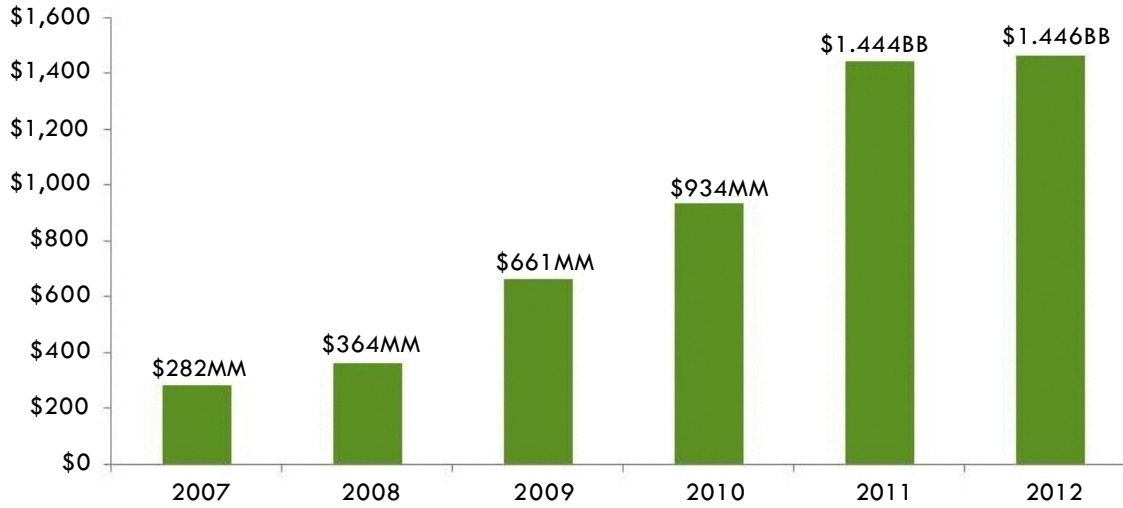
- Package offerings
- Longer term client commitments
- Increased subscription/SaaS revenue
- Expand share of wallet through incremental IT budget

Operational Effectiveness

- Site consolidation plan
- Rationalize small physician office offering
- Streamline reporting structures and management layers
- Discipline in procurement and sourcing
- Invest \$45-\$50MM in 2013 to drive in excess of \$50MM in annualized savings beginning in 2014

Growth: Long-Term Focus

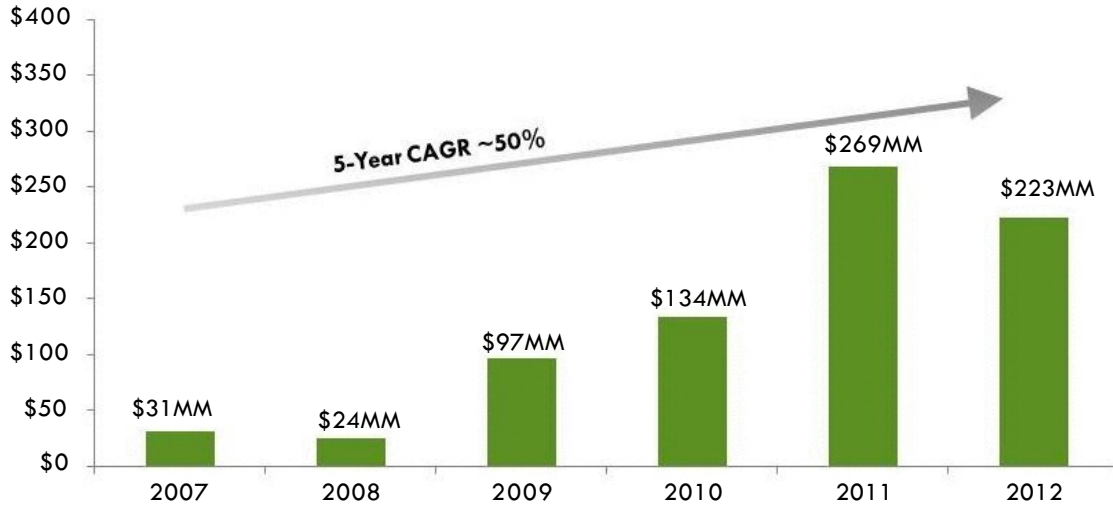
ALLSCRIPTS REVENUE ¹ 2007 - 2012



¹ Annual revenue for Allscripts illustrated above is based on a GAAP presentation and is calendarized based on reported quarterly results. Please note Allscripts changed its fiscal year-end to May between the period of September 2008 and May 2010. Revenue includes the impact of acquisitions and divestitures, including revenue from Eclipsys beginning in 3Q 2010.

Strong Cash Flow Generation

CASH FLOW FROM OPERATIONS¹ 2007 - 2012



¹ Annual cash flow from operations for Allscripts illustrated above is calendarized based on annual results. Please note Allscripts changed its fiscal year-end to May between the period of September 2008 and May 2010. Cash flows from operations also include the impact of acquisitions and divestitures

1Q'13 Results

(\$MM except per share)	Q1'13	Q4'12	Q1'12	Y/Y % change
Bookings	\$177.7	\$180.7	\$194.6	(8.7%)
Non-GAAP Revenue ¹	\$348.0	\$368.0	\$365.5	(4.8%)
Adj. EBITDA ¹ margin	\$49.8 ⁽²⁾ 14%	\$53.6 15%	\$58.3 16.0%	(14.6%) (1.7%)
Non-GAAP EPS ¹	\$0.09 ⁽²⁾	\$0.16	\$0.12	(25%)

Source: Company filings and publications.

1. Please see the Non-GAAP reconciliation and related footnotes in the appendix to this presentation

2. Adjusted EBITDA and non-GAAP EPS for the three months ended March 31, 2013 include a pre-tax gain of approximately \$8.0 million.

Recent Results and Corporate Update

- Q1: signed a new Sunrise community agreement (Resolute Health) and large client renewal (Phoenix Children's Hospital)
- Investing in clients /solutions
 - Focused on meeting commitments
 - Results not indicative of long-term potential
- Increased Q1 2013 gross R&D expenditures 19% year-over-year
- Recent acquisitions (March 2013) position Allscripts for future growth
 - dbMotion
 - Follow My Health
- Non-GAAP revenue and non-GAAP operating income for the second quarter of 2013 are expected to be materially consistent with the first quarter of 2013

Source: Company filings and publications.

Key Balance Sheet Metrics

(\$MM)	2010	2011	2012	Q1'13
Cash and Cash Equivalents	\$129.4	\$157.8	\$104.0	\$92.3
Accounts Receivable	317.2	362.8	337.0	351.8
Total Assets	2,418.6	2,503.6	2,384.5	2,622.8
Accounts Payable	46.6	41.2	45.9	73.0
Accrued Liabilities	125.1	121.5	137.2	140.7
Total Deferred Revenue	228.6	288.9	290.7	327.9
Debt	490.5	368.1	442.0	544.3
Total Liabilities	1,034.8	1,026.9	1,100.1	1,288.5
Stockholders' Equity	1,383.8	1,476.7	1,284.3	1,334.3

Source: Company filings

In Summary....



Non-GAAP Reconciliations: Revenue and earnings first quarter 2013 and 2012 and fourth quarter 2012

Allscripts Healthcare Solutions, Inc.
 Condensed Non-GAAP Financial Information
 (In millions, except per-share amounts)
 (Unaudited)

	Three Months Ended 3/31/13	Three Months Ended 12/31/12	Three Months Ended 3/31/12
Total revenue, as reported	\$347.1	\$350.9	\$364.7
Provision for revenue deferral (a)	0.0	16.8	0.0
Acquisition-related deferred revenue adjustment	0.9	0.3	0.8
Total non-GAAP revenue	\$348.0	\$368.0	\$365.5
Net income/(loss), as reported	(\$11.6)	(\$24.3)	\$5.8
Provision for revenue deferral	0.0	17.3	0.0
Acquisition-related deferred revenue adjustment	0.7	0.3	0.5
Acquisition-related amortization	12.4	15.9	10.4
Stock-based compensation expense	6.1	13.0	4.9
Non-recurring expenses and transaction-related costs	16.0	12.5	1.9
Tax rate alignment	(7.4)	(6.7)	0.0
Non-GAAP net income	\$16.2	\$28.1	\$23.5
Tax Rate	23%	-3%	37%
Weighted shares outstanding - diluted	173.7	173.5	192.9
Earnings per share - diluted, as reported	(\$0.07)	(\$0.14)	\$0.03
Non-GAAP earnings per share - diluted	\$0.09	\$0.16	\$0.12

(a) Provision for revenue deferral for the three months and year ended December 31, 2012 reflects a non-recurring revenue deferral related to clients who have long-aged accounts receivable balances.

Source: Company filings

Non-GAAP Reconciliations: Adjusted EBITDA first quarter 2013 and 2012 and fourth quarter 2012

Allscripts Healthcare Solutions, Inc.
Non-GAAP Financial Information - Adjusted EBITDA
(In millions)
(Unaudited)

	Three Months Ended 3/31/13	Three Months Ended 12/31/12	Three Months Ended 3/31/12
Total revenue, as reported	\$347.1	\$350.9	\$364.7
Provision for revenue deferral (a)	0.0	16.8	0.0
Acquisition related deferred revenue adjustment	0.9	0.3	0.8
Total non-GAAP revenue	\$348.0	\$368.0	\$365.5
Net income(loss), as reported	(\$11.6)	(\$24.3)	\$5.8
Tax provision/(benefit)	(13.2)	(5.8)	3.7
Interest expense (income) and other (income) expense (b)	3.2	2.2	2.0
Stock-based compensation expense	8.0	12.7	7.7
Depreciation and amortization	40.8	39.6	35.2
Acquisition-related deferred revenue adjustments	0.9	0.3	0.8
Provision for revenue deferral	0.0	16.8	0.0
Acquisition-related amortization	1.2	0.0	0.0
Non-recurring expenses and transaction-related costs (c)	20.4	12.2	3.0
Non-GAAP adjusted EBITDA	\$49.8	\$53.6	\$58.3
<i>Non-GAAP adjusted EBITDA margin</i>	<i>14%</i>	<i>15%</i>	<i>16%</i>

(a) Provision for revenue deferral for the three months and year ended December 31, 2012 reflects a non-recurring revenue deferral related to clients who have long-aged accounts receivable balances.

(b) Interest expense (income) and other (income) expense has been adjusted from the amounts presented in the statements of operations in order to remove the amortization of deferred debt issuance costs from interest expense since such amortization is also included in depreciation and amortization. Additionally, the amount presented for the three months ended March 31, 2013 excludes gains on investments totaling \$8.0 million.

(c) Non-recurring expenses relate to certain severance, legal, consulting, and other charges incurred in connection with activities that are considered one-time. Depreciation expense totaling \$0.4 million has been excluded from non-recurring expenses for the three months ended March 31, 2013 since this amount is also included in depreciation and amortization.

Source: Company filings

June 2013

Allscripts Investor Presentation



**Allscripts Announces Private Offering of
Cash Convertible Senior Notes**

CHICAGO, June 12, 2013 — Allscripts Healthcare Solutions, Inc. (NASDAQ: MDRX) (“Allscripts”) today announced that it plans to make a private offering of \$300 million aggregate principal amount of its Cash Convertible Senior Notes due 2020 (the “notes”). Allscripts also plans to grant the initial purchasers of the notes an option to purchase up to an additional \$45 million aggregate principal amount of the notes. The notes will be offered only to qualified institutional buyers (as defined in the Securities Act of 1933, as amended (the “Securities Act”)) pursuant to Rule 144A under the Securities Act.

The notes are unsecured, and Allscripts expects to pay interest on the notes semiannually. The notes will be convertible at the option of the holders into solely cash in certain circumstances and during certain periods. The notes will not be convertible into Allscripts common stock or any other securities under any circumstances. Allscripts will not have the right to redeem the notes prior to maturity. The notes are expected to mature on July 1, 2020, unless earlier repurchased or converted into cash in accordance with their terms prior to such date. The interest rate, conversion rate and certain other terms of the notes will be determined by negotiations between Allscripts and the initial purchasers.

Allscripts expects to use the net proceeds from the offering to pay the cost of the cash convertible note hedge transactions described below (after such cost is partially offset by the proceeds to Allscripts from the warrant transactions). Allscripts intends to use substantially all of the remainder of the net proceeds from the offering in order to repay a portion of its outstanding indebtedness.

In connection with the pricing of the notes, Allscripts intends to enter into a series of transactions for the purpose of effectively increasing the conversion price of the notes. Specifically, Allscripts expects to enter into privately negotiated cash convertible note hedge transactions with one or more of the initial purchasers of the notes or their respective affiliates or other financial institutions (the “option counterparties”). The cash convertible note hedge transactions are expected to reduce Allscripts’ exposure to potential cash payments due upon conversion of the notes in excess of the principal amount thereof. Allscripts also intends to enter into privately negotiated warrant transactions with the option counterparties at a strike price higher than the conversion price of the notes, which could have a dilutive effect to the extent that the price of Allscripts’ common stock exceeds the applicable strike price of the warrants. If the initial purchasers exercise their option to purchase additional notes, Allscripts may increase the size of the cash convertible note hedge transactions and enter into additional warrant transactions.

In connection with establishing their initial hedge of the cash convertible note hedge and warrant transactions, the option counterparties or their affiliates expect to enter into various derivative transactions with respect to Allscripts’ common stock concurrently with or shortly after the pricing of the notes. This activity could increase (or reduce the size of any decrease in) the market price of Allscripts’ common stock or the notes at that time. In addition, the option counterparties or their affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to Allscripts’ common stock and/or purchasing or selling Allscripts’ common stock or other securities of Allscripts in secondary market transactions following the pricing of the notes and prior to the maturity of the notes (and are likely to do so during any observation period related to a conversion of the notes). This activity could also cause or avoid an increase or a decrease in the market price of Allscripts’ common stock or the notes.

Pursuant to Allscripts’ publicly announced stock repurchase program, Allscripts opportunistically purchases shares of Allscripts’ common stock and may, in compliance with the provisions of Rule 10b-18 under the Securities Exchange Act of 1934, purchase shares of Allscripts’ common stock pursuant to open market purchases prior to the pricing of the offering. This activity could increase (or reduce the size of any decrease in) the market price of Allscripts’ common stock at that time and/or the conversion price of the notes.

The notes will not be registered under the Securities Act. The notes may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act.

This press release is not an offer to sell, or a solicitation of an offer to purchase, any securities of Allscripts. It is issued pursuant to Rule 135c under the Securities Act.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the federal securities laws. Statements regarding future events or developments, our future performance, as well as management's expectations, beliefs, intentions, plans, estimates or projections relating to the future are forward-looking statements with 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, no assurances can be given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do so, what impact they will have on our results of operations or financial condition. Such risks, uncertainties and other factors include, among other things: the possibility that our current initiatives focused on product delivery, client experience, streamlining our cost structure, and financial performance may not be successful, which could result in declining demand for our products and services, including attrition among our existing customer base; the impact of the realignment of our sales and services organization; potential difficulties or delays in achieving platform and product integration and the connection and movement of data among hospitals, physicians, patients and others; the risks that we will not achieve the strategic benefits of the merger with Eclipsys Corporation (Eclipsys) or our acquisition of dbMotion, Ltd. (dbMotion), or that the Allscripts products will not be integrated successfully with the Eclipsys and dbMotion products; competition within the industries in which we operate, including the risk that existing clients will switch to products of competitors; failure to maintain interoperability certification pursuant to the Health Information Technology for Economic and Clinical Health Act (HITECH), with resulting increases in development and other costs for us and possibly putting us at a competitive disadvantage in the marketplace; the volume and timing of systems sales and installations, the length of sales cycles and the installation process and the possibility that our 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; any costs or customer losses we may incur relating to the standardization of our small office electronic health record and practice management systems that could adversely affect our results of operations; competitive pressures including product offerings, pricing and promotional activities; our ability to establish and maintain strategic relationships; errors or similar problems in our software products or other product quality issues; the outcome of any legal proceeding that has been or may be instituted against us and others; compliance obligations under new and existing laws, regulations and industry initiatives, including new regulations relating to HIPAA/HITECH, increasing enforcement activity in respect of anti-bribery, fraud and abuse, privacy, and similar laws, and future changes in laws or regulations in the healthcare industry, including possible regulation of our software by the U.S. Food and Drug Administration; the possibility of product-related liabilities; our ability to attract and retain qualified personnel; the continued implementation and ongoing acceptance of the electronic record provisions of the American Recovery and Reinvestment Act of 2009, as well as elements of the Patient Protection and Affordable Care Act (aka health reform) which pertain to healthcare IT adoption, including uncertainty related to changes in reimbursement methodology and the shift to pay-for-outcomes; maintaining our intellectual property rights and litigation involving intellectual property rights; legislative, regulatory and economic developments; risks related to third-party suppliers and our ability to obtain, use or successfully integrate third-party licensed technology; breach of data security by third parties and unauthorized access to patient health information by third parties resulting in enforcement actions, fines and other litigation. See our Annual Report on Form 10-K/10K-A for 2012 and other public filings with the SEC for a further discussion of these and other risks and uncertainties applicable to our business. The statements herein speak only as of their date and we undertake no duty to update any forward-looking statement whether as a result of new information, future events or changes in expectations.

SOURCE Allscripts Healthcare Solutions, Inc.