
**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): December 7, 2011

Streamline Health Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-28132
(Commission
File Number)

31-1455414
(IRS Employer
Identification No.)

10200 Alliance Road, Suite 200, Cincinnati, OH
(Address of principal executive offices)

45242-4716
(Zip Code)

Registrant's telephone number, including area code (513) 794-7100

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

The disclosures in Items 2.01 and 2.03 and the documents attached as Exhibits 10.1, 10.2, 10.3, 10.4, and 10.5 of this report are incorporated herein by reference.

Item 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

On December 7, 2011 (the “Closing Date”) Streamline Health Solutions, Inc. (the “Company”) closed its previously announced acquisition of substantially all of the assets of Interpoint Partners, LLC (“Interpoint”). The Company paid a total purchase price of \$5 million, consisting of cash and issuance of a convertible subordinated note for \$3 million, subject to certain adjustments related principally to the delivered working capital level and/or indemnification provisions. Additionally, the Agreement provides for a contingent earn out payment in cash or an additional convertible subordinated note based on Interpoint’s financial performance for the 12 month period beginning 6 months after closing and ending 12 months thereafter. The Company also assumed certain current operating liabilities of Interpoint. The Company granted Interpoint registration rights relating to any common stock of the Company issued upon conversion of the convertible note. The foregoing description of the acquisition transaction does not purport to be complete and is qualified in its entirety by reference to the full text of the Asset Purchase Agreement, the Convertible Subordinated Promissory Note and the Registration Rights Agreement attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and incorporated herein by reference.

The audited financial statements prepared in connection with the acquisition will be filed within the statutory time period.

Item 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION

In conjunction with the Interpoint acquisition, the Company has entered into a Subordinated Credit Agreement (the “Subordinated Credit Agreement”) with Fifth Third Bank whereby the bank will provide the Company with a \$4.1 million two-year term loan, the proceeds of which were used to finance the cash portion of the acquisition purchase price, as well as pay down the outstanding balance of the Company’s revolving line of credit with the bank. The Company also entered into a Senior Credit Agreement (the “Senior Credit Agreement”) with Fifth Third Bank, whereby the bank will provide the Company with a \$3 million revolving line of credit that replaces the existing revolving line of credit with Fifth Third Bank. The loans are secured by substantially all of the assets of the Company and its subsidiaries. Borrowing under the term loan bears interest at a rate of 12% and borrowing under the revolving loan bears interest at a rate equal to LIBOR plus 3.25%. The loans are subject to certain customary financial covenants, including, without limitation, covenants that require the Company to maintain a minimum adjusted EBITDA, to maintain a funded debt to adjusted EBITDA ratio and to maintain a fixed charge coverage ratio. There is also a commitment fee of 0.6% to be incurred on the unused revolving line of credit balance.

The foregoing description of the Subordinated Credit Agreement and the Senior Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Subordinated Credit Agreement and the Senior Credit Agreement attached hereto as Exhibits 10.4 and 10.5

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	Asset Purchase Agreement, dated December 7, 2011, among the Company, IPP Acquisition, LLC and Interpoint Partners, LLC
10.2	Convertible Subordinated Promissory Note, dated December 7, 2011 issued by the Company and IPP Acquisition, LLC in favor of Interpoint Partners, LLC
10.3	Registration Rights Agreement, dated December 7, 2011, between the Company and Interpoint Partners, LLC
10.4	Subordinated Credit Agreement, dated December 7, 2011, between Streamline Health, Inc. and Fifth Third Bank
10.5	Senior Credit Agreement, dated December 7, 2011, between Streamline Health, Inc. and Fifth Third Bank
99.1	Press Release dated December 8, 2011

SIGNATURES

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

STREAMLINE HEALTH SOLUTIONS, INC.

Date: December 8, 2011

By: /s/ Stephen H. Murdock
Stephen H. Murdock
Chief Financial Officer

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<u>Exhibit No.</u>	<u>Description of Exhibit</u>
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Exhibit 10.2	Convertible Subordinated Promissory Note, dated December 7, 2011 issued by the Company and IPP Acquisition, LLC in favor of Interpoint Partners, LLC
Exhibit 10.3	Registration Rights Agreement, dated December 7, 2011, between the Company and Interpoint Partners, LLC
Exhibit 10.4	Subordinated Credit Agreement, dated December 7, 2011, between Streamline Health, Inc. and Fifth Third Bank
Exhibit 10.5	Senior Credit Agreement, dated December 7, 2011, between Streamline Health, Inc. and Fifth Third Bank

ASSET PURCHASE AGREEMENT

among

INTERPOINT PARTNERS, LLC
(“Seller”),

the Members of Seller,

IPP ACQUISITION, LLC
(“Purchaser”),

and

STREAMLINE HEALTH SOLUTIONS, INC.
(“Parent”)

Dated as of December 7, 2011

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into as of December 7, 2011, among **INTERPOINT PARTNERS, LLC**, a Georgia limited liability company ("**Seller**"), the members of Seller as set forth on Appendix B attached hereto (each a "**Member**" and collectively, the "**Members**"), **IPP ACQUISITION, LLC**, a Georgia limited liability company ("**Purchaser**"), and **STREAMLINE HEALTH SOLUTIONS, INC.**, a Delaware corporation ("**Parent**").

A. Seller is engaged in the business of providing healthcare services, including, but not limited to, healthcare performance management and business intelligence solutions for hospitals, physicians, accountable care and customer service management (the "**Business**");

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, on the terms and subject to the conditions contained herein, substantially all of the operations and assets of the Business; and

C. Members directly own all of the membership interests of Seller. Each Member has named and appointed Matthew S. Seefeld as his, her or its agent and attorney in fact on their behalf with respect to negotiations, execution and delivery of this Agreement pursuant to written powers of attorney (the "**Member Powers of Attorney**").

NOW, THEREFORE, in consideration of the mutual promises, warranties, and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all the parties hereto, Seller, Members, Purchaser and Parent agree as follows:

ARTICLE 1 DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in Appendix A attached hereto.

ARTICLE 2 PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase and Sale of Assets . Upon the terms and conditions herein set forth, at the Closing, Seller shall sell, convey, transfer, assign, grant, and deliver to Purchaser all of Seller's right, title, and interest in and to all of the Purchased Assets (as defined below) free and clear of all Encumbrances. Upon the terms and conditions herein set forth, at the Closing, Purchaser hereby agrees to, and Parent hereby agrees to cause Purchaser to, purchase, acquire, and accept from Seller all of Seller's right, title, and interest in and to all of the Purchased Assets free and clear of all Encumbrances. For purposes of this Agreement and the Ancillary Agreements, "**Purchased Assets**" means all of the business, assets, and goodwill owned by Seller on the Closing Date of every kind and description, wherever located, known or unknown, tangible or intangible, whether reflected on Seller's books and records or not, which are not Excluded Assets, including, without limitation, the following:

(a) Tangible Personal Property. All equipment, furniture, computer hardware and software, fixtures, motor vehicles, leasehold improvements, supplies, and other tangible personal property owned or employed in the operation of the Business, including, without limitation, the personal property described in Schedule 2.1(a) and all rights to the warranties received from the manufacturers and distributors of all such personal property and fixtures and any related claims, credits, rights of recovery and setoffs with respect to such personal property and fixtures;

(b) Accounts Receivable. All accounts receivable, both trade and non-trade, of the Business;

(c) Leases. The leases and rental agreements in respect of Real Property, equipment or other tangible personal property employed in the Business, including, without limitation, those leases and agreements described in Schedule 2.1(c);

(d) Intellectual Property and Third Party Software. All Intellectual Property and Third Party Software and other software used to operate the Business, including, without limitation, all rights to the name "Interpoint Partners", or any derivation thereof, and all rights to the items set forth on Schedule 2.1(d);

(e) Permits and Governmental Authorizations. All permits and Governmental Authorizations relating to the Business as of the close of business on the Closing Date, including, without limitation, the items set forth on Schedule 2.1(e), to the extent actually assignable or transferable;

(f) Contract Rights and Other Intangible Assets. All rights arising under or in connection with all Assumed Contracts, claims against third parties, rights to indemnification, purchase orders, sales orders, sale and distribution agreements, supply and processing agreements and other instruments and agreements relating to the Business, and all goodwill and going concern value associated with the Business;

(g) Deposits and Expenses. All deposits and prepaid expenses of the Business to the extent they relate to any Purchased Assets or Assumed Liabilities;

(h) Books and Records. All books and records (including all discs, tapes, and other media-storage data and information) relating to the Business;

(i) Other Records, Manuals, and Documents. Seller's right, title, and interest in and to all of the following to the extent that they relate to the Business: mailing lists, customer lists, supplier lists, vendor data, marketing information, and procedures, sales and customer files, advertising and promotional materials, current product material, equipment maintenance records, warranty information, records of plant operations and the source and disposition of materials used and produced in such plants, standard forms of documents, manuals of operations or business procedures and other similar procedures, and all other information of Seller relating to the Business; and

(j) Insurance Claims. The amount of any proceeds received by Seller under any policy of insurance covering the Purchased Assets or the Business as a result of any claim made against such policies of insurance due to damage to the Purchased Assets or the Business prior to the Closing Date that is paid after the date of this Agreement.

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1, the following assets and rights are not Purchased Assets and will be retained by Seller (collectively, the “**Excluded Assets**”):

(a) Consideration. The consideration delivered by Purchaser to Seller pursuant to this Agreement;

(b) Entity Franchise. Seller’s organizational documents, minute books, if any, and other records having exclusively to do with such Seller’s organization and capitalization; *provided, however*, that Purchaser shall have reasonable access to such books and records and may make excerpts therefrom and copies thereof;

(c) Insurance Policies. All property, casualty, and individual life insurance policies owned or obtained by Seller on behalf of the Business;

(d) Tax Records and Refunds. All Tax Returns and Tax records of Seller and all Tax deposits, Tax refunds or prepaid Taxes of Seller; *provided, however*, that Seller shall provide copies of such Tax Returns and Tax records to Purchaser prior to the Closing (or, in the case of any Tax Return filed after the Closing, as soon as practical after the filing of such Tax Return);

(e) Equity Interests. Any and all equity interests issued by Seller;

(f) Cash and Cash Equivalents. All cash and cash equivalents of Seller as of the Closing Date, the accounts of Seller with any bank, savings and loan or other financial institution; and

(g) Real Property. All real property owned directly or indirectly in fee by Seller, if any, and the leasehold and the lease for Matthew S. Seefeld’s condominium.

Section 2.3 Assumption of Liabilities.

(a) At the closing, Purchaser shall assume and become responsible for, and shall thereafter pay, perform, and discharge as and when due, only the following liabilities (collectively, the “**Assumed Liabilities**”):

(i) Seller’s trade payables related to the Business and reflected on either the Estimated Working Capital Statement or the Closing Date Working Capital Statement, but only to the extent incurred by Seller within 45 days prior to Closing;

(ii) those certain accrued expenses (other than expenses that are Retained Liabilities) of Seller related directly to the operation of the Business set forth in the accounts listed on Schedule 2.3(a)(ii), but only to the extent incurred by Seller within 45 days prior to Closing; and

(iii) all liabilities and obligations of Seller arising on or after the Closing Date under the Contracts listed on Schedule 2.3(a)(iii) (the “**Assumed Contracts**”), other than Retained Liabilities.

(b) Notwithstanding anything to the contrary contained in Section 2.3(a), Purchaser shall not assume, and shall have no liability under or by reason of this Agreement for any obligations, duties, or liabilities relating to Seller’s operation of the Business other than the Assumed Liabilities, including, without limitation, any of the following (collectively, the “**Retained Liabilities**”):

(i) all accrued expenses of Seller not included in Section 2.3(a)(ii), including the accounts set forth on Schedule 2.3(b)(i);

(ii) any liability related to Benefit Plans of Seller;

(iii) any product liability or warranty claims (express or implied) of third parties (including any Affiliate of Seller) arising out of or relating to products provided, or sold by Seller prior to the Closing Date;

(iv) any liability under any Assumed Contract that arises out of or relates to any breach or violation that occurred prior to the Closing Date;

(v) any liability that arises out of or relates to obligations for the repayment of Debt by Seller or any Affiliate;

(vi) any liability under any Contract that is not an Assumed Contract;

(vii) any liability of any Person, except for the Assumed Liabilities of Seller;

(viii) any liability for COBRA continuation for any employee of Seller with a qualifying event prior to the Closing Date;

(ix) any liability for workers’ compensation claims incurred prior to the Closing Date;

(x) any liability not directly related to the ownership of the Purchased Assets and/or not incurred in the Ordinary Course of Business;

(xi) any liability of Seller or any Member arising out of or relating to the execution, delivery, or performance of this Agreement or any Ancillary Agreement;

(xii) any liability of any Member or Seller arising from or relating to any action taken by Seller, or any failure on the part of Seller to take any action, at any time after the Closing Date;

(xiii) any liability of Seller arising from or relating to any claim or proceeding against Seller pending on or incurred prior to the Closing Date, including, without limitation, those proceedings set forth on Schedule 5.8;

(xiv) any liability of Seller or any Member for the payment of any Tax, including, without limitation, for the Taxes (A) of any other Person, whether as transferee, successor, by contract or otherwise, including Interpoint Partners, Inc., a California corporation, and Interpoint Partners, LLC, a California limited liability company, and (B) resulting from, or arising in connection with, the transactions contemplated by this Agreement, and (C) Taxes with respect to the Purchased Assets arising on or prior to the Closing Date or with respect to any Tax periods (or portions thereof) ending on or prior to the Closing Date;

(xv) any liability or obligation of any Person relating to a Hazardous Substance in connection with the Business or the Leased Real Property that arises out of or relates to any action that occurred prior to the Closing Date;

(xvi) any liability of Seller to any Affiliate of Seller or any Affiliate of any Member, including but not limited to any liability arising out of or related to any loans, management fees, and any accrued interest related thereto, from or owed to any Affiliate of Seller or any Affiliate of any Member;

(xvii) any liability under any Assumed Contract, if either (A) Seller shall not have obtained or (B) Purchaser shall not have waived in writing Seller's obligation hereunder to obtain, on or prior to the Closing Date, any consent required to be obtained by the terms of such Assumed Contract from any Person with respect to the assignment or delegation to Purchaser of any rights or obligations under such Assumed Contract;

(xviii) any liability that is inconsistent with or constitutes an inaccuracy in, or that arises or exists by virtue of any breach of, (A) any representation or warranty made by Seller or any Member in this Agreement or any Ancillary Agreement, or (B) any covenant or obligation of Seller or any Member contained in this Agreement or any Ancillary Agreement; or

(xix) any liability of Seller arising from the termination of the employment of Shawn Kirby or David Rodriguez.

Section 2.4 Further Assurances . Seller, at any time after the Closing Date, upon request of Purchaser, will do, execute and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances not inconsistent with the terms hereof as may be reasonably required for the conveying, transferring, assigning, and delivery to Purchaser, or its successors and assigns, and for aiding and assisting in collecting and reducing to possession, all of the Purchased Assets.

ARTICLE 3 PURCHASE PRICE AND PRORATIONS OF CERTAIN LIABILITIES

Section 3.1 Initial Purchase Price.

(a) Seller acknowledges that Purchaser prior to this date made a deposit of \$250,000 toward the Initial Purchase Price (the “**Deposit**”), which amount has been received in full by Seller.

(b) In full consideration for the Purchased Assets, assumption of Assumed Liabilities as of the Closing Date, and for the other promises and covenants contained herein and in the other agreements to be delivered by Seller hereunder, subject to adjustment as provided in Sections 3.2 and 3.4, at the Closing, Purchaser shall pay to Seller an aggregate principal purchase amount of \$5,000,000 (the “**Initial Purchase Price**”), of which \$2,000,000 shall be paid in cash (the “**Cash Consideration**”) and the remaining \$3,000,000 of which shall be paid pursuant to the initial principal amount of the Convertible Note. The amount of cash to be paid to Seller at closing (the “**Closing Date Payment**”) will equal the Cash Consideration minus (i) the Specified Seller Liabilities; minus (ii) the aggregate amount of the Creditor Payments; minus (iii) the Deposit; and plus or minus, as the case may be, (iv) the Initial Working Capital Adjustment.

(c) Not less than five (5) days prior to the Closing Date, Seller shall obtain from each obligee to the Debt of Seller, including any secured party set forth on Schedule 5.10(b), and any creditor of Seller to receive funds at Closing from Seller, a payoff letter and/or lien release letter (the “**Payoff Letters**”). To the extent applicable, such letter shall include (A) the total obligation owing by Seller to such creditor as of the Closing Date, (B) the total amount of Debt (including all principal, interest, premium, prepayment penalties, and other fees owing on such amounts) owed by Seller to such obligee as of the date of the letter and a per diem amount through the Closing Date, (C) payment instructions for wire transfer of such amount on the Closing Date, and (D) if applicable, confirmation that the obligee shall terminate any lien filings relating to such Debt of Seller upon payment of the amount specified in such letter.

(d) On the Closing Date, Purchaser will:

(i) remit, on behalf of Seller, by wire transfer of immediately available funds, to an account or accounts designated by the obligee in its letter, the aggregate amounts specified in the Payoff Letters directly to each obligee thereof in accordance with the terms of each such letter (such amounts, in the aggregate, the “**Creditor Payments**”);

(ii) remit, on behalf of Seller, by wire transfer of immediately available funds, to an account or accounts designated by Seller on such schedule, the amount of the liabilities set forth on Schedule 3.1(d) directly to the parties set forth on such schedule (the “**Specified Seller Liabilities**”);

(iii) remit to Seller the Closing Date Payment by wire transfer of immediately available funds, to an account or accounts designated by Seller not less than five (5) days prior to the Closing Date; and

(iv) issue the Convertible Note to Seller.

Section 3.2 Earnout Consideration.

(a) In addition to the Initial Purchase Price, Seller shall be entitled to receive additional consideration for the Purchased Assets (the “**Earnout Consideration**”) in an amount to be determined in accordance with the terms of Section 3.2(b) and contingent upon the financial performance of the Business represented by the Purchased Assets (the “**Interpoint Division**”), as calculated and described in Section 3.2(b), during the one year period commencing six (6) months from the last day of the month of the Closing Date and ending twelve (12) months thereafter (the “**Earnout Period**”). The Earnout Consideration, if any, will be paid through the issuance of a note with terms identical to the terms of the Convertible Note, except with respect to issue date, conversion date and prepayment date (the “**Earnout Note**”). The Earnout Note shall restrict conversion or prepayment any time prior to the one year anniversary of the issue date.

(b) The Earnout Consideration shall equal the product of (x) twice the Interpoint Recurring Revenue recorded by the Interpoint Division for the Earnout Period plus (y) the Streamline Health Recurring Revenue recorded by the Interpoint Division for the Earnout Period less (z) \$3,500,000. The Earnout Consideration, if any, will be paid to Seller no later than July 31, 2013. For the purposes of this section, “**Interpoint Recurring Revenue**” shall mean gross revenues, excluding Streamline Health Recurring Revenue, derived from the Contracts set forth on Schedule 3.2(b)(i), plus revenue derived from any Contracts executed after the execution date of this Agreement and before the end of the Earnout Period, so long as such Contracts have a minimum remaining term of at least twelve (12) months after April 30, 2013. “**Streamline Health Recurring Revenue**” shall mean gross revenues derived from the Contracts set forth on Schedule 3.2(b)(ii), and those Contracts signed with existing customers of Parent executed after the Closing Date and before the end of the Earnout Period. Purchaser and Seller acknowledge that Purchaser will control the Interpoint Division after the Closing, including the right to determine subscription pricing, the length and term of software licenses and the level of sales resources allocated to the Interpoint Division. Purchaser and Seller will seek to work in good faith to provide the Interpoint Division with adequate resources to pursue growth opportunities consistent with the financial plan previously provided by Seller to Purchaser and to maintain the pricing and length of term in a manner that does not materially and adversely impact Seller’s opportunity to maximize the Earnout Consideration.

(c) In the event that, during the period commencing on the Closing Date and terminating on December 31, 2012, Purchaser sells one or more licenses to source code acquired from Seller as part of the Acquired Assets to any of those prospective licensees identified on Schedule 3.2(c), Seller will be entitled to additional payment equal to fifty percent (50%) of the amount of cash received by Purchaser in consideration for the sale of such license(s), provided that a contract is entered into before December 31, 2012 (the “**License Payment**”). The License Payment, if any, will be paid to Seller in cash within thirty (30) days of receipt of the cash by Purchaser.

(d) Payment of the Earnout Consideration and the License Payment shall be subject to offset to satisfy any outstanding indemnification obligations of Seller in accordance with Section 11.4.

Section 3.3 Convertible Note.

(a) On the Closing Date, Purchaser and Parent will (x) issue to Seller a convertible subordinated unsecured promissory note in the original principal amount of \$3,000,000 in the form attached hereto as Exhibit A (the “**Convertible Note**”) that is convertible into shares of common stock, par value \$0.01 per share, of Parent (the “**Parent Common Stock**”) on the terms set forth in the Convertible Note, and (y) reserve for issuance under the Convertible Note the necessary number of shares of Parent Common Stock.

(b) Seller shall have registration rights with respect to any Parent Common Stock issued upon conversion of the Convertible Note at Parent’s expense and on the terms set forth in the form of the registration rights agreement attached hereto as Exhibit B (the “**Registration Rights Agreement**”).

Section 3.4 Working Capital Adjustment.

(a) Estimated Net Working Capital Calculation. On the Closing Date, Seller shall prepare and deliver to Purchaser an estimated balance sheet as of the Closing Date (the “**Estimated Working Capital Statement**”) setting forth Seller’s good faith estimation of the Net Working Capital of Seller as of the Closing Date (the “**Estimated Closing Working Capital**”). The Estimated Working Capital Statement will be based on the general ledger of Seller and prepared in accordance with GAAP. Seller and Purchaser will work together in good faith to resolve any disagreements regarding the Estimated Working Capital Statement or the Estimated Closing Working Capital reflected thereon. In the event the Estimated Closing Working Capital is less than \$75,000 (the “**Target Working Capital**”), the Cash Consideration portion of the Purchase Price will be decreased, on a dollar for dollar basis, by the amount of such shortfall. In the event the Estimated Closing Working Capital exceeds the Target Working Capital, the Cash Consideration portion of the Purchase Price will be increased, on a dollar for dollar basis, by the amount of such excess. The resulting shortfall or excess is referred to as the “**Initial Working Capital Adjustment**”.

(b) Closing Date Working Capital Schedule. On or before sixty (60) days following the Closing Date, Purchaser will prepare and deliver to Seller a statement (the “**Closing Date Working Capital Statement**”) setting forth Purchaser’s computation of the Net Working Capital of Seller as of the Closing Date (the “**Closing Date Working Capital**”). During such period, Seller will provide Purchaser and its representatives with access to all records necessary to prepare the Closing Date Working Capital Statement and the computations therein retained by Seller, if any.

(c) Review of Closing Date Working Capital Statement; Disputes.

(i) Upon receipt of the Closing Date Working Capital Statement, Seller (together with Seller's professional advisors) will have the right during the succeeding fifteen (15) day period (the "**Review Period**") to examine all information contained in the books and records used to prepare the Closing Date Working Capital Statement. Purchaser will provide to Seller and its professional advisors reasonable access to the work papers used to prepare the Closing Date Working Capital Statement during normal business hours; *provided, however* that any access granted to Seller and its professional advisors shall not disrupt the day-to-day operations of Purchaser.

(ii) If Seller disagrees with the calculation of the Closing Date Working Capital set forth in the Closing Date Working Capital Statement, it must notify Purchaser in writing on or before the last day of the Review Period, setting forth a specific description of Seller's objection(s), the amount of the adjustment which Seller believes should be made to each item to which it objects, and a detailed description of the basis for Seller's disagreement therewith (such notice, a "**Notice of Disagreement**"). In the event that Seller does not provide a Notice of Disagreement in accordance with the terms above on or before the last day of the Review Period or Seller affirmatively notifies Purchaser in writing that Seller agrees with the calculation of the Closing Date Working Capital set forth on the Closing Date Working Capital Statement, Seller will be deemed to have accepted the Closing Date Working Capital Statement delivered by Purchaser and the calculation of the Closing Date Working Capital set forth therein will be final, binding, and conclusive for all purposes hereunder.

(d) Determination of Final Net Working Capital.

(i) If Seller does provide a Notice of Disagreement in accordance with the terms above on a timely basis, Purchaser and Seller will use their respective best efforts for a period of fifteen (15) days (or such longer period as they may mutually agree in writing, the "**Private Resolution Period**") to resolve any disagreements with respect to the calculation of Closing Date Working Capital. The objections set forth in the Notice of Disagreement that are resolved by Seller and Purchaser in accordance with this Section 3.4(d)(i) will collectively be referred to herein as the "**Resolved Objections**" and the Closing Date Working Capital Statement will be adjusted to reflect any Resolved Objections.

(ii) If, at the end of the Private Resolution Period, Seller and Purchaser are unable to resolve all of the objections set forth in the Notice of Disagreement, Seller and Purchaser will jointly engage Habiff, Arogetti & Wynne, LLP or another local accounting firm mutually acceptable to Purchaser and Seller (the "**Independent Auditors**") within five (5) days of the end of the Private Resolution

Period to resolve any remaining disagreements. Seller and Purchaser must jointly submit a listing of the objections set forth in the Notice of Disagreement that remain outstanding (collectively, the “**Differences**”), together with a statement of the facts submitted by Seller and Purchaser, respectively, and such arguments as either of them chooses to make in connection therewith (each such a “**Statement of Claims**”), in writing to the Independent Auditors within ten (10) days after the Independent Auditors’ engagement.

(iii) The Independent Auditors, acting as experts and not as arbitrators, will review the Differences and the Statement of Claims). The Independent Auditors will determine, within fifteen (15) days of the date on which such dispute is referred, based on the requirements set forth in this Article 3 and only with respect to the Differences and Statement of Claims timely submitted to the Independent Auditors, what adjustments (if any) to the Closing Date Working Capital Statement are required in order for it to accurately set forth the Net Working Capital of Seller as of the Closing Date. For purposes of this Section 3.4(d), the parties will share ratably the fees and expenses of the Independent Auditors as follows: (A) if the Independent Auditors resolve all of the remaining Differences in favor of Seller, Purchaser will be responsible for all of the fees and expenses of the Independent Auditors, (B) if the Independent Auditors resolve all of the remaining Differences in favor of Purchaser, Seller will be responsible for all of the fees and expenses of the Independent Auditors, or (C) if the Independent Auditors resolve some of the Differences in favor of Seller and the rest of the Differences in favor of Purchaser, each of Purchaser and Seller will share the fees and expenses of the Independent Auditors equally. The determination of the Independent Auditors will be final, conclusive, and binding on the parties. The accepted or finally determined Closing Date Working Capital Schedule (whether determined pursuant to Section 3.4(c)(ii) or this Section 3.4(d)) is referred to as the “**Final Working Capital Schedule**.” The date on which the Closing Date Working Capital of Seller is finally determined in accordance with this Section 3.4 is hereinafter referred to as the “**Settlement Date**.”

(e) If the Final Working Capital Statement shows the Closing Date Working Capital is less than the Estimated Closing Working Capital, the Initial Purchase Price will be decreased, on a dollar for dollar basis, by the amount of such shortfall. If the Final Working Capital Statement shows the Closing Date Working Capital exceeds the Estimated Closing Working Capital, the Initial Purchase Price will be increased, on a dollar for dollar basis, by the amount of such excess. All such payments required to be made pursuant to this Section 3.4(e) (i) by Seller, shall be paid to Purchaser in cash by wire transfer of immediately available funds, or (ii) by Purchaser, shall be made to Seller in cash by wire transfer of immediately available funds. Any such payment by Seller or Purchaser, as the case may be, shall be made no later than two (2) Business Days following the Settlement Date. The Initial Purchase Price after final adjustment for the changes, if any, provided for in Section 3.4(a) and this Section 3.4(e) shall be referred to as the “**Final Purchase Price**.”

Section 3.5 Prorations. The following prorations relating to the Purchased Assets will be made as of the Closing Date, subject to the obligations with regard to trade payables as set forth in Sections 2.3(a)(i) or (a)(ii) relating to any of the items referenced below, with Seller liable to the extent such items relate to any time period up to and including the Closing Date and Purchaser liable to the extent such items relate to periods subsequent to the Closing Date.

(a) Property taxes and assessments, if any, on or with respect to any personal property included in the Purchased Assets.

(b) The amount of taxes and charges for sewer, water, fuel, telephone, electricity, natural gas, and other utilities for the Leased Real Property; *provided* that if practicable, meter readings will be taken at the Closing Date and the respective obligations of the parties determined in accordance with such readings.

(c) If any item described in this Section 3.5 cannot be prorated, adjusted or determined as of the Closing Date, then it shall be separately prorated, adjusted, determined, and paid by the responsible party as soon as practicable following the Closing Date.

(d) If any of the foregoing proration amounts cannot be determined as of the Closing Date due to final bills therefore not being issued as of the Closing Date, the parties will prorate such items as and when the actual bills therefore are issued to the appropriate party. The party owing amounts to the other by means of such prorations shall pay the same within thirty (30) days following such proration.

Section 3.6 Allocation of Purchase Price. The parties agree that the aggregate Final Purchase Price (including the assumption by Purchaser of the Assumed Liabilities and all other capitalized costs) will be allocated among the Purchased Assets for Tax purposes in accordance with Schedule 3.6 attached hereto. Purchaser and Seller will follow and use such allocation in all Tax Returns, filings, or other related reports made by any of them to any governmental agencies. To the extent that disclosures of this allocation are required to be made by the parties to the IRS under the provisions of Section 1060 of the Code, or any regulations thereunder, Purchaser and Seller will disclose such reports to the other party prior to filing them with the IRS.

Section 3.7 Sales and Transfer Taxes. Seller and Purchaser agree that the cost of any sales, use, stamp, registration, transfer or other Tax or recording fees and charges imposed on Seller or Purchaser by any Governmental Authority as a result of the sale of the Purchased Assets or the consummation of the transactions contemplated by this Agreement shall be paid by Seller.

ARTICLE 4 CLOSING

Section 4.1 Closing. The consummation of the transactions provided for in this Agreement (the “*Closing*”) shall take place through the exchange of electronic or facsimile signatures, upon the satisfaction or waiver of all the conditions to Closing set forth in Article 7 and Article 8 hereof, or at such other time and place as the parties may agree (the “*Closing Date*”).

ARTICLE 5 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF SELLER

Seller represents and warrants to Purchaser, as of the date hereof and as of the Closing Date, as follows:

Section 5.1 Organization and Standing. Seller is a limited liability company duly incorporated, validly existing, and in good standing under the laws of the State of Georgia, with full power and authority to conduct its Business as and where now conducted, to own or use its properties at and where now owned or used by it, and to perform all its obligations under the Contracts to which Seller is a party. Seller is not qualified to do business as a foreign entity in any jurisdiction other than the State of Georgia, which is the only jurisdiction in which the property owned or used by it, or the nature of the Business conducted by it, requires such qualification. The Members are the only Members of Seller.

Section 5.2 Authority; Consents.

(a) The execution, delivery, and consummation of this Agreement by Seller has been duly authorized by its Members in accordance with all applicable Legal Requirements and the organizational documents of Seller, and at the Closing Date no further action will be necessary on the part of Seller to make this Agreement valid and binding on Seller and enforceable against Seller in accordance with its terms, except to the extent that enforcement of the rights and remedies created hereby may be affected by bankruptcy, reorganization, moratorium, insolvency, public policy, and similar laws of general application affecting the rights and remedies of creditors and by general equity principles.

(b) Except as set forth on Schedule 5.2, the execution, delivery, and consummation of this Agreement by Seller (i) is not contrary to the Articles of Organization, or the operating agreement of Seller, (ii) does not now and will not, with the passage of time, the giving of notice or otherwise, result in a violation or breach of, or constitute a default under, any term or provision of any indenture, mortgage, deed of trust, lease, instrument, order, judgment, decree, rule, regulation, law, contract, agreement, or any other restriction to which Seller is a party or to which any of the Purchased Assets is subject or bound, (iii) will not result in the creation of any Encumbrance on any of the Purchased Assets, and (iv) will not result in any acceleration or termination of any loan or security interest agreement to which Seller is a party or to which Seller or any of the Purchased Assets is subject or bound. Except as may be listed on Schedule 5.2, no approval or consent of any Person is or was required to be obtained by Seller or any Member for the authorization of this Agreement or the consummation by Seller or any Member of the transactions contemplated in this Agreement.

Section 5.3 Subsidiaries; Investments in Other Entities. Seller does not have any direct or indirect equity interest, or Debt or other securities convertible into any equity interest, into any equity, ownership, proprietary or voting interest, in any entity, corporation, or otherwise, or any right, warrant, or option to acquire any such interest.

Section 5.4 Real Property.

(a) Seller does not own any Real Property. The leased Real Property set forth on Schedule 5.4 (the “**Leased Real Property**”) is the only Real Property occupied or used by Seller. Seller has delivered to Purchaser a complete and correct copy of the existing lease for the Leased Real Property (the “**Real Property Lease**”).

(b) The Real Property Lease is in full force and effect subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statutes, rules, regulations or other laws affecting the enforcement of rights and remedies generally, and none have been modified, amended, sublet or assigned.

(c) The rental set forth in the Real Property Lease is the actual rental being paid, and there are no separate agreements or understandings between the lessor and Seller with respect to the same.

(d) Seller has not received any written notice that there is any default by Seller under the Real Property Lease.

(e) On performance by the Seller of the terms of the Real Property Lease (all of which terms have been fully performed by the lessee as of the date of this Agreement), Seller has, subject to the terms and conditions of the Real Property Lease, the right to enjoy the use of the premises demised for the full term of the lease without disturbance by any other party, and Seller has not assigned, pledged or otherwise encumbered the Real Property Lease or any leasehold interest arising by virtue of the Real Property Lease.

(f) All security deposits required to be paid by Seller under the Real Property Lease have been made and have not been refunded or returned, or their forfeiture claimed, in whole or in part, by lessor.

Section 5.5 Environmental Matters.

(a) Seller has not allowed any Hazardous Material to be used, manufactured, stored, placed, processed or released on or off-site of the Leased Real Property, in violation of any Environmental Law. The Leased Real Property and Seller are in compliance with all Environmental Law. To the knowledge of the Seller, the Leased Real Property is not the subject of any investigation, notice, order or agreement, or threatened investigation regarding any remedial action or the Release, threatened Release or presence of a Hazardous Material.

(b) There have not been any reports, audits or assessments initiated by or authorized by Seller or requested or ordered by any Governmental or Regulatory Authority within three years prior to the date of this Agreement pertaining to any Environmental Law, Hazardous Materials, or human health and safety at or involving the Business of Seller or any the Leased Real Property.

Section 5.6 Title to and Condition of Purchased Assets.

(a) Except as set forth on Schedule 5.6, Seller has good title to or, a valid leasehold interest in, the properties and assets used by it, located on its premises or shown on the Financial Statements or acquired after the date thereof in the ordinary course necessary to operate the Business of Seller as presently conducted, free and clear of all Encumbrances. All tangible and intangible assets owned by Seller are in its possession or under its control. The tangible personal property and assets used in the business of Seller are in good operating condition and repair, subject only to routine maintenance and ordinary wear and tear.

Section 5.7 Taxes.

(a) Seller has filed, and will file, on a timely basis, all Tax Returns required to be filed by it accurately reflecting all Taxes owing to the United States or any other government or any government subdivision, state, local, or foreign, or any other Taxing authority. Seller has paid in full all Taxes for which it has or may have liability, regardless of whether shown on a Tax Return. All such Tax Returns are true, correct, and complete in all material respects and all positions taken by Seller therein are supported by a reasonable basis. Seller has no Knowledge of any unassessed Tax deficiency proposed or threatened against Seller as a result of the operation of the Business. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return required to be filed by Seller in respect to the Business or the Purchased Assets.

(b) There are no Encumbrances on any Purchased Assets as a result of any Tax liabilities except for Taxes not yet due and payable. There are, and after the date of this Agreement will be, no Tax deficiencies of any kind assessed against or relating to Seller with respect to any Taxable period ending on or before the Closing Date.

(c) Seller has complied in all respects with all Legal Requirements relating to the payment and withholding of Taxes, and Seller has, within the time and in the manner prescribed by law, withheld and paid over to the proper governmental authorities all amounts required to be so withheld and paid over under applicable Legal Requirements.

(d) Seller is not a party to any action, audit or proceeding by any Taxing or other Governmental Authority for the assessment or collection of Taxes and, to the Knowledge of Seller, no such action has been proposed, threatened, or asserted. Seller is not and will not, be liable for the Taxes of any other Person as transferee or successor, by contract or otherwise. Seller is not a "foreign person" pursuant to Section 1445 of the Code.

(e) There are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax Return of Seller for any Period and Seller has not agreed to an extension of time with respect to a Tax assessment or deficiency. Neither the IRS nor any state, local, or foreign Taxing authority has audited any Tax Return filed by Seller within the past six (6) years.

(f) Seller is not a party to any Tax rulings or closing agreements. Schedule 5.7 sets forth all jurisdictions in which Seller has filed or will file Tax Returns with respect to the Purchased Assets or the Business for each Taxable period, or portion thereof, ending on or before the Closing Date. Seller has provided the Purchaser with true and complete copies of Seller's Tax Returns for all Taxable periods beginning after its formation.

(g) There are no Tax sharing arrangements or similar arrangements (whether written or oral) in effect that include Seller, and Seller has no liability to any person with respect to any previously terminated Tax sharing agreement or similar arrangement.

(h) Except as set forth on Schedule 5.7, no claim has ever been received by Seller from any Governmental Authority in any jurisdiction where Seller does not file a Tax Return that Seller is, or may be, subject to Taxation in that jurisdiction with respect to the Purchased Assets or the Business.

(i) The unpaid Taxes of Seller with respect to the Purchased Assets and the Business do not exceed the amount accrued for such Tax liability on the most recent balance sheet contained in the Financial Statements or the New Monthly Financial Statements, as adjusted for Seller's Ordinary Course of Business through the Closing Date in accordance with the past practice and custom of Seller in filing its Tax Returns.

Section 5.8 Litigation. Except as set forth on Schedule 5.8, there is no action, suit, claim, demand, arbitration, or other proceeding or investigation, at law or in equity, administrative or judicial, pending or, to the Knowledge of Seller, threatened against or affecting Seller or any of the Purchased Assets. Except as set forth on Schedule 5.8, Seller has not received notice that it is the subject of any investigation of any Governmental Authority, and Seller is not subject to, nor is it or has it been in default with respect to, any order, writ, injunction, or decree of any Governmental Authority. Schedule 5.8 indicates which of the matters listed are covered by valid insurance and the extent of such coverage. Schedule 5.8 also sets forth all actions, suits, claims, demands, arbitration, or other proceedings asserted against Seller since its formation (whether or not still pending) and a description of any settlement, judgment, or other resolution of such matter.

Section 5.9 Financial Statements. The Financial Statements, and, when delivered, any New Monthly Financial Statements delivered to Purchaser prior to the Closing Date, (a) have been (or will be) prepared from the books and records of Seller; (b) are true, accurate, and correct in all material respects; (c) present (or will present) fairly the financial position of Seller, results of its operations and changes in its financial position at and for the periods therein specified in all material respects, (d) have been (or will be) prepared consistent with past practices and in accordance with GAAP applied on a consistent basis, and (e) with respect to all of the unaudited Financial Statements, include (or will include) all adjustments, consisting only of normal recurring adjustments, required for a fair presentation.

Section 5.10 Accounts Payable; Accrued Expenses; Indebtedness.

(a) Schedule 5.10(a) is a true and complete list of all trade accounts payable and accrued expenses of Seller as of the date of the most recent month-end prior to the date of this Agreement, including a description of the terms of payment and whether such indebtedness is secured. Seller will deliver an updated schedule of trade accounts payable as of the Closing Date.

(b) Schedule 5.10(b) is a true and complete list of all outstanding obligations of Seller relating to Debt, including the amounts outstanding thereunder as of the date of this Agreement.

Section 5.11 Transactions with Affiliates. There is no existing Contract or other business relationship between any Affiliate of Seller and Seller. To the Knowledge of Seller, no Seller Related Party owns, directly or indirectly, any interest in any competitor of the Business, or supplier, customer, lessor, lessee, or other third party with whom Seller transacts business other than any interest owned, directly or indirectly, by a Seller Related Party in securities of any Person that are listed on a national securities exchange or are traded in the over-the-counter market if such securities owned comprise less than five percent (5%) of the outstanding securities of such Person. Except as set forth on Schedule 5.10(b), Seller has no Debt payable to any of its Member (or to a member of a Member's immediate family) in any amount whatsoever other than (i) for salaries payable to employees or (ii) for expenses incurred by employees on behalf of Seller, in either case in the Ordinary Course of Business.

Section 5.12 Capital Expenditure Plans. Seller has no commitments for capital expenditures.

Section 5.13 Absence of Undisclosed Liabilities. Except as set forth in the Financial Statements or on Schedule 5.7 or Schedule 5.8, Seller is not obligated for, nor are the Purchased Assets subject to, any liabilities or adverse claims or obligations, absolute or contingent, except those current trade payables incurred in the Ordinary Course of Business since the most recent Verified Balance Sheet of Seller, and Seller is not in default with respect to any terms or conditions of any liability or obligation. Seller denies that it has any liability for the threatened claims set forth on said schedules and includes the same therein only out of the spirit of full and complete disclosure.

Section 5.14 Customers. Schedule 5.14 sets forth the largest customers by dollar volume of Seller for the ten (10) month period ended October 31, 2011. Except as set forth on Schedule 5.14, to the Knowledge of Seller, none of such customers has substantially reduced or threatened to substantially reduce its relationship with Seller. Except as set forth on Schedule 5.14, to the Knowledge of Seller, since January 1, 2011, no customer has terminated or threatened to terminate any business relationship with Seller or changed or threatened to change to any material extent its product purchase level, and Seller does not have any Knowledge that any of the foregoing is likely to occur.

Section 5.15 Material Contracts. Schedule 5.15 is a true, correct and complete list of all Contracts to which Seller is a party that require a payment of at least \$500 per month or \$6,000 per annum. With respect to each such Contract: (A) the Contract is in full force and effect and is legal, valid, binding on, and enforceable in all material respects against Seller, and to the Knowledge of Seller, all other parties thereto; and (B) neither Seller, and to the Knowledge of Seller, any other party thereto, is in material breach or default of such Contract, and no event has occurred that with notice or lapse of time would constitute a material breach or default of

such Contract, or permit termination, modification, or acceleration under the Contract. Schedule 5.15 includes a description of any consents or approvals required of third parties under the terms of such Contracts for the consummation of the transactions contemplated by this Agreement. A true, correct, and complete copy of each written, and a description of each oral, Contract so listed has been delivered to Purchaser or its counsel.

Section 5.16 No Defaults. Except for the matters set forth on Schedule 5.8, Seller is not in default (nor is any such default alleged to exist) under the terms of any Contract to which Seller is a party or to which any of the Purchased Assets is subject, nor has any condition or event occurred, nor, to the Knowledge of Seller is any condition or event threatened, which, after notice or the passage of time, or both, would constitute a default under any such Contract. To the Knowledge of Seller, no such default, condition or event exists or is alleged to exist with respect to the performance of any obligation of any other party to any such Contracts.

Section 5.17 Receivables.

(a) Schedule 5.17 contains a detailed aging schedule by customer for Seller as of the date of the most recent month end prior to the date of this Agreement, which is (and will be) a true, correct, and complete list of the accounts receivable of Seller as of that date and Seller will deliver an updated schedule as of the Closing Date. Subject to any reserve for doubtful accounts set forth in the Financial Statements, all of such accounts receivable are in the aggregate fully collectible in accordance with their terms at their recorded amounts, and such accounts receivable represent valid claims that have arisen in the Ordinary Course of Business. Except as set forth on Schedule 5.17, no set-offs exist respecting any such accounts receivable.

(b) Seller does not have any installment contracts receivable as of the date of this Agreement, and to the Knowledge of Seller will not have any installment contracts receivable as of the Closing Date.

Section 5.18 Employment Matters.

(a) Seller is not a party to, participant in, or bound by, any collective bargaining agreement, union contract or employment, bonus, deferred compensation, insurance, profit sharing or similar personnel arrangement, any equity purchase, option or other equity plans or programs or any employee termination or severance arrangement.

(b) The employment by Seller of any Person (whether or not there is a written employment agreement) may be terminated for any reason whatsoever not inconsistent with current Legal Requirements, without penalty or liability of any kind.

Section 5.19 Employees. Schedule 5.19 is a true and correct list of all employees of Seller, their accrued vacation and sick pay, their title and their annual compensation. A true, correct, and complete copy of each written employment contract and a description of each oral employment agreement with any employee has been delivered or made available to Purchaser or its counsel.

Section 5.20 Employee Benefit Plans and Other Plans. Except as set forth on Schedule 5.20, neither Seller nor any Controlled Group Member (as defined below), directly or indirectly, maintains, sponsors, or has any obligation or liability with respect to any “employee benefit pension plan” as defined in Section 3(1) of ERISA, any “employee welfare benefit plan” as defined in Section 3(2) of ERISA, or any bonus, incentive, deferred compensation, retiree medical, severance, fringe benefit, or other benefit, plan, program, or arrangement (hereinafter referred collectively to as the “**Benefit Plans**” and each individually as a “**Benefit Plan**”). For purposes of this Agreement, “**Controlled Group Member**” means Seller and any Person which is required to be aggregated with Seller under Sections 414(b), (c), (m) or (o) of the Code. Except as set forth on Schedule 5.20:

(a) Each Benefit Plan has been maintained in accordance with its terms and all applicable Legal Requirements.

(b) Each Benefit Plan and any trust created thereunder: (i) is, and has been, in compliance with all the applicable requirements of ERISA and (ii) has satisfied all of the applicable provisions of the Code.

(c) None of the Benefit Plans: (i) is subject to Title IV of ERISA, (ii) is a “multiemployer plan” as described in Section 3(37) of ERISA or Section 4001(a)(3) of ERISA, or (iii) provides retiree medical or retiree life coverage for any employee or any beneficiary of any employee after the employee’s termination or employment with Seller other than continuation coverage required by applicable law, the cost of which is fully paid by the former employee or his dependent.

(d) Full payment has been made of all amounts that Seller, or any Controlled Group Member, is required, under applicable law or under the Benefit Plan, to have paid up through and including the month in which the Closing Date shall occur as a contribution or a benefit for all the Benefit Plans. All contributions required to be made by, and all other liability of, Seller with respect to the Benefit Plan for the periods covered by the Financial Statements shall have been set forth on the appropriate Financial Statement in accordance with GAAP. Benefits under the Benefit Plan are as represented and have not been increased subsequent to the date as of which documents have been provided.

Section 5.21 Licenses and Permits. Seller possesses all franchises, licenses, easements, permits, and other authorizations from Governmental Authorities and from all other Persons that are necessary to permit it to engage in the Business as presently conducted and to use and occupy the Leased Real Property as such facility is presently being used and occupied. Such franchises, licenses, permits, and other authorizations are listed on Schedule 2.1(e), and a true and correct copy of each such franchise, license, permit, and other authorization has been furnished to Purchaser and its counsel.

Section 5.22 Governmental Reports. Schedule 5.22 is a true and correct list of all reports, if any, filed since January 1, 2006, by Seller with any Governmental Authority, including, but not limited to, the Department of Labor, Equal Employment Opportunity Commission, Federal Trade Commission, Department of Justice, and Internal Revenue Service. Seller has provided Purchaser with complete copies of each item set forth on Schedule 5.22.

Section 5.23 Compliance with Laws. Seller is in compliance and has at all times been in compliance in all material respects with all Legal Requirements affecting the Business and Seller's operations, including, without limitation, the Foreign Corrupt Practices Act.

Section 5.24 Intellectual Property.

(a) Except as set forth on Schedule 5.24, Seller owns all right, title, and interest to (including, without limitation, the exclusive rights to use, license, make, have-made, sell, offer for sale, import, export, copy, display, prepare derivative works from, distribute, perform and exploit in any other manner, the same), or Seller has the rights to make, have-made, use, sell, offer for sale, import, export, copy, display, prepare derivative works, distribute, perform and exploit in any other manner pursuant to a valid and enforceable license, all Intellectual Property used in or reasonably necessary for the operation of the Business, as presently conducted, free and clear of any Encumbrances (and without obligation to pay any royalty or other fees with respect thereto). The Intellectual Property set forth on Schedule 2.1(d) constitutes all of the Intellectual Property reasonably necessary for operation of the Business as presently conducted without liability to third parties or infringement or violation of any intellectual property rights of third parties. Except as set forth on Schedule 5.24, no item constituting part of the Intellectual Property has been registered with, filed in or issued by, as the case may be, the United States Patent and Trademark Office, United States Copyright Office, or any other Governmental Authority, domestic or foreign, or a duly accredited and appropriate domain name registrar. Schedule 5.24 sets forth all license agreements for the Third Party Software and Intellectual Property that is used under license in the Business; and no notice of any default has been received by Seller under any such license of Intellectual Property which remains uncured and the execution, delivery or performance of Seller's obligations hereunder will not result in such a default. Each such license agreement is (i) a legal, valid and binding obligation of Seller and, to the Knowledge of Seller, each of the other parties thereto, enforceable in accordance with the terms thereof and (ii) is assignable to Purchaser at the Closing without the consent or approval of any third party.

(b) Except as set forth on Schedule 5.24, (i) there have been no pending or, to the Knowledge of Seller, threatened proceedings or litigation or other claims made against Seller asserting the invalidity, misuse, or unenforceability of any of such Intellectual Property, and, to the Knowledge of Seller, there are no valid grounds for the same, (ii) Seller has not received any notice, and has no Knowledge of any facts or information which indicate a reasonable likelihood, that the conduct of the Business has infringed, misappropriated, or conflicted with, or infringes, misappropriates, or conflicts with any intellectual property of another Person, (iii) to the Knowledge of Seller, the Intellectual Property and Third Party Software or other software owned by or licensed to Seller has not been infringed, misappropriated, or conflicted by any other Person, and (iv) none of the Intellectual Property, Third Party Software, or other software owned by or licensed to Seller is, to the Knowledge of Seller, subject to any outstanding order, decree, judgment, stipulation, or agreement restricting the scope, disposition or use thereof.

(c) It will not be necessary to utilize any inventions, trade secrets, or proprietary information of Seller's current or former employees or consultants made prior to or during their employment or engagement by Seller, except for inventions, trade secrets, or proprietary information that have been assigned or licensed to Seller. All intellectual property rights relating to products prepared or developed by consultants for or to Seller, and any predecessor in interest, have been properly assigned in full and in writing or licensed in writing and without restriction to Seller.

(d) Seller has the legal right to use all Third Party Software and other software that is material to the conduct of the Business, and all such Third Party Software and other software is being used by Seller in compliance, in all respects, with any applicable licenses.

Section 5.25 Powers of Attorney. Except as set forth on Schedule 5.25, Seller has not given to any Person for any purpose any power of attorney (irrevocable or otherwise) that is presently in effect. The Member Powers of Attorney are in full force and effect and have not been amended, rescinded or otherwise modified. Complete and accurate copies of each Member Power of Attorney have been provided to Purchaser and its counsel.

Section 5.26 Insurance.

(a) Schedule 5.26 is a true and correct list of all the policies of insurance covering the Business, Seller's properties and/or the Purchased Assets that are presently in force. All of such insurance policies are in full force and effect and all premiums, retention amounts, and other related expenses due have been paid, and Seller has not received any notice of cancellation with respect to any of the policies. True and correct copies of such policies have been made available to Purchaser or its counsel, along with any and all schedules, historical exposure information, and loss information (including loss runs) relating to such policies.

(b) Schedule 5.26 is a true and correct list of any material damage that has occurred to the Purchased Assets or the Business since the date of the most recent Verified Balance Sheet of Seller, indicating, in each case, whether such damage is covered by a policy of insurance and the extent of any claim that has been made under such policy of insurance. All proceeds received by Seller from such insurance policies as a result of any claim set forth on Schedule 5.26 have been used solely for the purpose of repairing or replacing such damaged Purchased Assets.

Section 5.27 Brokerage and Finder's Fees. Except as set forth on Schedule 5.27, Seller has not incurred, or will not incur upon the closing of the transactions described in this Agreement, any liability to any broker, finder, or agent for any brokerage fees, finder's fees, or commissions with respect to the transactions contemplated by this Agreement.

Section 5.28 Governing Documents. True, accurate, and complete copies of the Articles of Organization and operating agreement of Seller, as well as all similar agreements governing the operation of Seller and/or its relationship with Members, together with all amendments thereto, have been delivered to Purchaser or its counsel. Seller has furnished to Purchaser or its counsel accurate and complete copies of all resolutions adopted and all actions taken, authorized, or ratified by the Members or managers of Seller. Copies of all minutes of meetings held and of all written actions taken after the date of this Agreement will be furnished to Purchaser promptly, and in all events, prior to the Closing Date.

Section 5.29 No Changes. Since the date of the most recent Verified Balance Sheet of Seller, Seller has conducted the Business only in the Ordinary Course of Business. Without limiting the generality of the foregoing, since the date of the most recent Verified Balance Sheet of Seller, there has not been:

- (a) except as reflected in the Financial Statements, any material adverse change in the financial condition, assets, liabilities, net worth, or business of Seller, nor, to the Knowledge of Seller, has any such change been threatened;
- (b) any damage, destruction, or loss (whether or not covered by insurance) in the operating condition of a material portion of the Purchased Assets;
- (c) any sale, assignment, sublease, termination, or modification of any Contract of the type required by Section 5.15 above to be listed on Schedule 5.15;
- (d) any mortgage, pledge, or subjection to Encumbrance of any kind of any of the Purchased Assets;
- (e) (i) any increase in the salaries or other compensation payable or to become payable to, or any advance (excluding advances for ordinary business expenses) or any increase in, or any addition to, other benefits (including without limitation any bonus, profit-sharing, pension or other Benefit Plan) (A) to which any of Seller's officers or employees who earned in 2010, or are expected to earn in 2011, in excess of \$10,000 may be entitled, or (B) to which any other employee may be entitled unless such increase was given in the Ordinary Course of Business, or (ii) any payments to any pension, retirement, profit-sharing, bonus or similar plan except payments in the Ordinary Course of Business made pursuant to the Benefit Plans described on Schedule 5.20;
- (f) any making or authorization of any capital expenditures;
- (g) any sale, transfer, license, or other disposition of any assets of Seller tangible or intangible, (in one or more transactions) with a net book value in excess of \$10,000 in the aggregate except in the Ordinary Course of Business;
- (h) termination, nor, to the Knowledge of Seller, any threatened termination, of any material Contract with any customer or supplier;
- (i) any payment, discharge or satisfaction of any liability or obligation (whether accrued, absolute, contingent or otherwise) by Seller, other than the payment, discharge or satisfaction, in the Ordinary Course of Business, of liabilities or obligations either (i) shown or reflected on the most recent Verified Balance Sheet of Seller, or (ii) incurred in the Ordinary Course of Business since the date of such Verified Balance Sheet;

(j) any write-offs as uncollectible of any notes or accounts receivable of Seller or write-downs of the value of any assets by Seller other than the write-off of any notes or account receivables or write-down of any assets with a value (before valuation or other reserves) of less than \$10,000 in the aggregate for all such write-offs and write-downs;

(k) any change by Seller in any method of accounting or keeping its books of account or accounting practices or policies or method of application thereof, including, but not limited to, changes in estimates or valuation methods;

(l) any payment or distribution of any kind (however described), loan or advance of any amount to or in respect of, or the sale, transfer, or lease of any properties or assets (whether real, personal or mixed, tangible or intangible) to, or entering into of any agreement, arrangement, or transaction with, any Seller Related Party except for (i) compensation to the officers and employees of Seller, in each case at rates not exceeding the rates of compensation disclosed on Schedule 5.19; and (ii) reimbursement for reasonable business expenses in the Ordinary Course of Business; or

(m) any election, revocation, or amendment of any Tax election, any settlement or compromise of any claim or assessment with respect to Taxes, any execution of any closing agreement, any execution or consent to any waivers extending the statutory period of limitations with respect to the collection or assessment of any Taxes, or any amendment of any Tax Return.

Section 5.30 Material Misstatements or Omissions. No representation or warranty made by Seller in this Agreement or in any Ancillary Agreement or in any schedule thereto or hereto, contains or will contain any untrue statement of a material fact, or, to the Knowledge of Seller, omits or will omit to state a material fact necessary to make the statement of fact contained therein not misleading.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF PURCHASER AND PARENT

Purchaser and Parent, jointly and severally, warrant and represent to Seller as of the date hereof and as of the Closing Date, as follows:

Section 6.1 Organization and Standing. Purchaser is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Georgia. Purchaser was formed for the purpose of consummating the transactions contemplated by this Agreement and has no business operations. Parent is a corporation incorporated and validly existing, and in good standing under the laws of the State of Delaware, with full power and authority to conduct its business, to own or use its properties, and to perform all of its obligations under this Agreement.

Section 6.2 Authority; Consents. The execution, delivery, and consummation of this Agreement by Purchaser and Parent have been duly authorized by the sole member and manager of Purchaser and by the board of directors of Parent in accordance with all applicable Legal Requirements and the organizational documents of Purchaser and Parent, and at the Closing Date no further action will be necessary on the part of Purchaser and Parent to make this Agreement valid and binding on Purchaser and Parent and enforceable against Purchaser and Parent in accordance with its terms, except to the extent that enforcement of the rights and remedies created hereby may be affected by bankruptcy, reorganization, moratorium, insolvency, public policy, and similar laws of general application affecting the rights and remedies of creditors and by general equity principles. The execution, delivery, and consummation of this Agreement by Purchaser and Parent is not contrary to the organizational documents of Purchaser or Parent. No approval or consent of any Person is or was required to be obtained by Purchaser or Parent for the authorization of this Agreement or the consummation by Purchaser or Parent of the transactions contemplated in this Agreement.

Section 6.3 Brokerage and Finder's Fees. Neither Purchaser nor Parent has incurred, or will incur upon the closing of the transaction described in this Agreement, any liability to any broker, finder, or agent for any brokerage fees, finder's fees, or commissions with respect to the transactions contemplated by this Agreement.

Section 6.4 Material Misstatements or Omissions. No representation or warranty made by Purchaser or Parent in this Agreement or in any Ancillary Agreement or in any schedule thereto or hereto, contains or will contain any untrue statement of a material fact, or, to the knowledge of Purchaser or Parent, omits or will omit to state a material fact necessary to make the statement of fact contained therein not misleading or inconsistent with any representation or statement made in any public filings of Parent since February 1, 2011.

Section 6.5 Litigation. There is no action, suit, claim, demand, arbitration, or other proceeding or investigation, at law or in equity, administrative or judicial, pending or, to the knowledge of Purchaser and Parent, threatened against or affecting Purchaser or Parent that would materially and adversely affect Purchaser and Parent or would prohibit Purchaser or Parent from entering into this Agreement. Neither Purchaser nor Parent has received notice that either is the subject of any investigation of any Governmental Authority that would materially and adversely affect Purchaser and Parent or would prohibit Purchaser and Parent from entering into this Agreement, and neither are subject to, nor have they been in default with respect to, any order, writ, injunction, or decree of any Governmental Authority.

Section 6.6 Compliance with Laws. Purchaser and Parent are in compliance in all material respects with all Legal Requirements affecting Parent's operations that would materially and adversely affect the consummation of this Agreement, including, without limitation, the Foreign Corrupt Practices Act.

ARTICLE 7 PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

Section 7.1 General. Each of Seller, Members, Purchaser and Parent shall use his or its reasonable best efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement, including, but not limited to, the execution and delivery of any related document, the execution and delivery of which are conditions precedent to the Closing.

Section 7.2 Notices and Consents. Seller and each Member shall give any notices to third parties, and shall use their reasonable best efforts to obtain any third party consents, referred to on Schedule 5.2, Schedule 5.15, and Schedule 5.24.

Section 7.3 Operation of Business. Seller shall continue to operate the Business in a prudent manner and in the Ordinary Course of Business. Without limiting the generality of the foregoing, Seller will not engage in any practice, take any action, or enter into any transaction that could reasonably result in a Material Adverse Change or that if taken prior to the date of this Agreement would be required to be disclosed under Section 5.29.

Section 7.4 Access. Seller and each Member will permit Purchaser, its financing sources and its representatives (including legal counsel and accountants) to have access at all reasonable times, and in a manner so as not to interfere with the normal business operations of Seller, to all premises, properties, customers, suppliers, books, records, Contracts, and documents of or pertaining to the Purchased Assets and the Assumed Liabilities.

Section 7.5 Notice of Developments; Update of Disclosure Schedules. Seller will give prompt written notice to Purchaser of any inaccuracies in any of the representations and warranties in Article V above or any breach of any of the covenants in this Agreement to be satisfied by Seller or any Member prior to Closing. Purchaser will give prompt written notice to Seller of any inaccuracies in any of the representations and warranties in Article VI above or any breach of any of the covenants in this Agreement to be satisfied by Seller or any Member prior to Closing. Seller shall promptly supplement in writing the disclosure schedules delivered in connection with this Agreement (such supplement, a **“Disclosure Supplement”**) during the period beginning on the execution of the Agreement and ending on the Closing Date in order to reflect (i) new matters or events that occur or come to the Knowledge of Sellers during such period or (ii) any matters in the previously provided disclosure schedules that have become incorrect or misleading between the date of this Agreement and the Closing. If Seller delivers a Disclosure Supplement, Purchaser is entitled to terminate this Agreement pursuant to Section 10.1(e) and if Purchaser elects not to terminate this Agreement as a result of such supplement and instead consummates the Closing, then any matters disclosed in the Disclosure Supplement shall be disregarded for purposes of determining whether a representation or warranty has been breached or is inaccurate pursuant to Section 11.1(a)(i) and Purchaser’s rights to indemnification under Section 11.1(a)(i) will be based solely on the disclosures contained in the disclosure schedules delivered on the date of execution of this Agreement.

Section 7.6 Exclusivity. From the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, neither Seller nor any Member will (and they will not permit their respective representatives or Affiliates to) (i) directly or indirectly through any other Person engage in any negotiations with or provide any information to or enter into any transaction involving Seller with any other Person, (ii) directly or

indirectly through any other Person solicit any proposal relating to the acquisition of, or other major transaction involving Seller and will notify Purchaser promptly of the receipt of any unsolicited offer thereto or (iii) dispose of any assets that would constitute a part of the Purchased Assets other than in the Ordinary Course of Business. Seller and Members shall notify Purchaser immediately after receipt by Seller or any Member (or any of their respective representatives or Affiliates) of any proposal by a Person regarding any of the items set forth in clauses (i) through (iii) above (an “**Acquisition Proposal**”) or any request for non-public information concerning Seller or for access to the properties, books, or records of Seller by any Person that informs Seller or any Member that it is considering making, or has made, an Acquisition Proposal. In addition, Seller shall communicate to such Person the existence of and the restrictions contained in this Agreement.

Section 7.7 New Monthly Financials. Prior to the Closing Date, Seller shall provide to Purchaser interim unaudited balance sheets and related unaudited statements of income for each period through the Closing that are not included in the Financial Statements (“**New Monthly Financials**”) as soon as practicable after such statements are prepared, but in no event more than five (5) business days after the end of the period to which such statements relate.

Section 7.8 Press Releases. Prior to the Closing, no party will issue any press release or other public announcement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of both parties; *provided, however*, that nothing herein will prohibit any party or its Affiliates from issuing or causing publication of any such press release or public announcement to the extent that such party determines such action to be required in connection with any governmental filing or otherwise is required by Law or the rules of any stock exchange or other regulatory body or agency applicable to it or its Affiliates, in which event the party making such determination will, if practicable in the circumstances, use reasonable efforts to allow the other party reasonable time to comment on such release or announcement in advance of its issuance.

ARTICLE 8 CONDITIONS TO PURCHASER’S OBLIGATIONS TO CLOSE

The obligations of Purchaser to effect the purchase of the Purchased Assets and to consummate the transactions contemplated hereby shall be subject to the fulfillment, or waiver in writing by Purchaser, at or prior to the Closing Date, of each of the following conditions:

Section 8.1 Representations and Warranties. The representations and warranties made by Seller in Article 5 of this Agreement shall be true, correct and complete both on and as of the date of this Agreement and on and as of the Closing Date (with the same force and effect as if such representations and warranties had been made anew on and as of the Closing Date).

Section 8.2 Consents. All corporate and governmental consents and approvals necessary to permit the consummation of the transactions contemplated by this Agreement, including, without limitation, all consents and approvals listed on Schedule 5.2, Schedule 5.15, and Schedule 5.24 shall have been received by Purchaser on or before the Closing Date.

Section 8.3 Legal Proceeding. No action, suit, or other proceeding shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any Legal Requirement of any Governmental Authority having appropriate jurisdiction.

Section 8.4 Material Adverse Effect. Since the date of this Agreement, there shall not have been any change, event, occurrence, or development that has had or could reasonably be expected to have a Material Adverse Effect on the Purchased Assets or the Business of Seller.

Section 8.5 Permits. To the extent any permits set forth on Schedule 2.1(e) are not assignable or transferable from Seller to Purchaser, on or before the Closing Date, Purchaser shall have received from each Governmental Authority requiring Purchaser to do so any permits required or necessary for Purchaser to use the Purchased Assets to engage in the Business in the manner the Business was historically conducted by Seller prior to the Closing Date.

Section 8.6 Employment Agreements. On or prior to the Closing Date, Purchaser shall have, at its option, entered into executive employment agreements and/or other similar arrangements with Matthew S. Seefeld and James Skrinska in form and substance satisfactory to Purchaser in its sole discretion (the "**Employment Agreements**").

Section 8.7 Damage to Purchased Assets. A material portion of the Purchased Assets are not rendered unusable as a result of damage or destruction on or prior to the Closing Date, *provided, however*, that if Purchaser, in its sole discretion, elects to proceed with the Closing after receiving written notice from Seller of such damage or destruction, then Purchaser shall be entitled to all insurance proceeds, including without limitation, business interruption and rental loss proceeds collected by Seller or any Seller Related Party prior to the Closing Date, together with an amount from Seller equal to all deductible amounts under the insurance policies of Seller covering such damage or destruction.

Section 8.8 Financing. Purchaser shall have secured financing in amounts and on terms acceptable to Purchaser, in its sole discretion, for purposes of consummating the transactions contemplated in this Agreement.

Section 8.9 Discussions with Key Customers and Consultants. Purchaser shall have conducted discussions with certain key customers and consultants of Seller, and Purchaser shall be satisfied with the results of such discussions, in its sole discretion.

Section 8.10 Audit. Seller shall have completed an audit of the Financial Statements of Seller for the year ended December 31, 2010 and the balance sheet of Seller as of October 31, 2011, and Purchaser shall have been reasonably satisfied with the results thereof.

Section 8.11 Closing Deliveries of Seller. On or prior to the Closing Date, Seller shall deliver and Purchaser shall have received the following:

- (a) a true and correct copy of Seller's Articles of Organization, certified by the Secretary of State of the State of Georgia of a date not more than ten (10) days prior to the Closing Date;

(b) a certificate as to the good standing of Seller certified by the State of Georgia and a certificate of foreign qualification issued by each jurisdiction in which Seller is qualified to do business.

(c) a certificate of an authorized officer of Seller, dated the Closing Date, (i) certifying that the document delivered pursuant to Section 8.11(a) is in effect and has not been amended or modified, (ii) attaching a true and correct copy of the operating agreement of Seller, and certifying that it is in effect and has not been amended or modified, (iii) attaching copies of resolutions, duly adopted by the directors and Members of Seller authorizing the execution and delivery of this Agreement and each of the Ancillary Agreements and the performance of the transactions contemplated hereby and thereby, and certifying that such resolutions are in effect and have not been amended or modified, and (iv) certifying the incumbency of the officers of Seller;

(d) a certificate of an authorized officer of Seller, dated the Closing Date certifying that, as of the Closing Date, the conditions set forth in Sections 8.1, 8.2, 8.3, 8.4, and 8.7 have been satisfied;

(e) an assignment and assumption agreement relating to the Assumed Liabilities, duly executed by Seller, in the form attached hereto as Exhibit C (the “**Assignment and Assumption Agreement**”);

(f) a bill of sale relating to the Purchased Assets, duly executed by Seller, in the form attached hereto as Exhibit D (the “**Bill of Sale**”);

(g) a restrictive covenant agreement, duly executed by Seller, and each Member in the form attached hereto as Exhibit E (the “**Restrictive Covenant Agreement**”);

(h) the Employment Agreements, duly executed by each of Matthew S. Seefeld and James Skrinska;

(i) a Payoff Letter from each obligee of the Debt of Seller listed on Schedule 5.10(b);

(j) evidence of receipt of all Financial Statements and Verified Financial Statements;

(k) a certificate of amendment to be filed with the Secretary of State of the State of Georgia changing the name of Seller to a name not containing any derivative of the trade names set forth on Schedule 2.1(d), duly executed by Seller;

(l) a FIRPTA certificate, duly executed by Seller;

(m) the Registration Rights Agreement, duly executed by Seller;

(n) the Convertible Note, duly executed by Seller; and

(o) all such other agreements, documents, instruments, and writings as are required to be delivered by Seller at or prior to the Closing Date pursuant to this Agreement or that are otherwise reasonably necessary to transfer to Purchaser all of Seller's right, title, and interest in, to and under the Purchased Assets and the Assumed Liabilities or to exclude the Retained Liabilities, in accordance with this Agreement.

ARTICLE 9 CONDITIONS TO SELLER'S OBLIGATIONS TO CLOSE

The obligations of Seller to effect the sale of the Purchased Assets and to consummate the transactions contemplated hereby shall be subject to the fulfillment, or waiver in writing by Seller, at or prior to the Closing Date, of each of the following conditions:

Section 9.1 Representations and Warranties. The representations and warranties made by Purchaser and Parent in Article 6 of this Agreement shall be true and correct both on and as of the date of this Agreement and on and as of the Closing Date (with the same force and effect as if such representations and warranties had been made anew on and as of the Closing Date).

Section 9.2 Legal Proceeding. No action, suit, or other proceeding shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any Legal Requirement of any Governmental Authority having appropriate jurisdiction.

Section 9.3 Closing Deliveries of Purchaser. On or prior to the Closing Date, Purchaser and Parent shall deliver and Seller shall have received the following:

(a) a true and correct copy of Purchaser's Articles of Organization and Parent's Articles of Incorporation, certified by the Secretary of State of the State of Delaware of a date not more than ten (10) days prior to the Closing Date;

(b) a certificate as to the good standing of Purchaser certified by the States of Delaware and Georgia and a certificate as to the good standing of Parent certified by the State of Delaware;

(c) certificates of authorized officers of Purchaser and Parent, dated the Closing Date, (i) certifying that the document delivered pursuant to Section 9.3(a) is in effect and has not been amended or modified, (ii) attaching a true and correct copy of Purchaser's operating agreement and certifying that it is in effect and has not been amended or modified, (iii) attaching copies of resolutions, duly adopted by the sole member of Purchaser and by the board of directors of Parent authorizing the execution and delivery of this Agreement and each of the Ancillary Agreements and the performance of the transactions contemplated hereby and thereby, and certifying that such resolutions are in effect and have not been amended or modified, and (iv) certifying the incumbency of the officers of Purchaser and Parent;

(d) a certificate of an authorized officer of Purchaser and Parent, dated the Closing Date, certifying that, as of the Closing Date, the conditions set forth in Sections 9.1 and 9.2 have been satisfied;

(e) evidence of payment of the Closing Date Payment, the Debt Payments as required by Section 3.1(c), and the Specified Seller Liabilities as required by Section 3.1(d);

(f) the Assignment and Assumption Agreement, duly executed by Purchaser;

(g) the Restrictive Covenant Agreement, duly executed by Purchaser;

(h) the Registration Rights Agreement, duly executed by Parent;

(i) the Convertible Note, duly executed by Purchaser and Parent; and

(j) all such other agreements, documents, instruments, and writings as are required to be delivered by Purchaser and Parent at or prior to the Closing Date pursuant to this Agreement or that are otherwise reasonably necessary for Purchaser to assume the Assumed Liabilities, in accordance with this Agreement.

ARTICLE 10 TERMINATION

Section 10.1 Termination. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated at any time prior to the Closing:

(a) By the mutual written consent of Seller, Purchaser and Parent;

(b) By Seller, Purchaser or Parent, upon written notice to the other party, if the Closing has not occurred on or before December 31, 2011 (the "**Termination Date**") (provided such failure is not due to the material breach of the terms of this Agreement or any Ancillary Agreement by such party);

(c) By Seller, upon written notice to Purchaser, if (i) there has been a breach by Purchaser of any of the representations, warranties, or covenants of Purchaser set forth in this Agreement, (ii) such breach would cause a Material Adverse Effect, and (iii) Purchaser fails to cure such breach within ten (10) Business Days after written notice of such breach is given to Purchaser by Seller (except no cure period shall be provided for a breach which by its nature cannot be cured);

(d) By Purchaser or Parent, upon written notice to Purchaser, if (i) there has been a breach by Seller of any of the representations, warranties, or covenants of Seller set forth in this Agreement, (ii) such breach would cause a Material Adverse Effect, and (iii) Seller fails to cure such breach within ten (10) Business Days after written notice thereof is given to Seller by Purchaser (except no cure period shall be provided for a breach which by its nature cannot be cured);

(e) By Purchaser or Parent, upon written notice to Seller, if Seller delivers a Disclosure Supplement containing new disclosures or material amendments to the disclosures contained in the disclosure schedules delivered on the date of execution of this Agreement; and

(f) By Seller, Purchaser or Parent, upon written notice to the other party, upon the failure of a closing condition set forth in Article 8 or Article 9, which is not capable of being satisfied on or before the Termination Date (provided such failure is not due to the material breach of the terms of this Agreement or any Ancillary Agreement by such party).

Except as provided in the next sentence, in the event of termination of this Agreement under this Section 10.1, each party hereto will pay all of its own fees and expenses. There will be no further liability hereunder on the part of any party hereto if this Agreement is so terminated, except that if this Agreement is terminated pursuant to Section 10.1(c) or (d), the non-breaching party will be entitled to pursue from the breaching party all remedies available at law or in equity, including, without limitation, specific performance of this Agreement, and obtaining reimbursement for all out-of-pocket legal, accounting, and due diligence expenses actually incurred in connection with this Agreement, but excluding in all circumstances punitive damages.

ARTICLE 11 REMEDIES

Section 11.1 General Indemnification Obligation.

(a) Seller and each Member, jointly and severally but, subject to the limitations contained in Section 11.3, shall jointly and severally indemnify and hold harmless Purchaser and Parent and their respective officers, managers, members, directors, employees, agents and Affiliates (each a "**Purchaser Indemnified Party**") from and against any and all losses, liabilities, claims, damages, penalties, fines, judgments, awards, settlements, Taxes, costs, fees, expenses (including but not limited to reasonable attorneys' fees) and disbursements (collectively "**Losses**") actually sustained by any of such Persons based upon, arising out of, or otherwise in respect of:

(i) any inaccuracies in or any breach of any representation or warranty of Seller or any Member contained in this Agreement or any Ancillary Agreement (including any schedule or exhibit attached hereto or thereto);

(ii) any breach of any covenant or agreement of Seller or any Member contained in this Agreement or any Ancillary Agreement (including any schedule or exhibit attached hereto or thereto);

(iii) any of the Retained Liabilities; and

(iv) the failure of Purchaser to withhold a portion of the Final Purchase Price until receipt of tax clearance certificates for Seller from any applicable Governmental Authority as may be required by any applicable Legal Requirement.

(b) Purchaser and Parent, jointly and severally, shall indemnify and hold harmless Seller and each Member, and its respective officers, managers, employees, agents and Affiliates (each a “**Seller Indemnified Party**”) from and against any and all Losses actually sustained by any of such Persons based upon, arising out of or otherwise in respect of:

(i) any inaccuracies in or any breach of any representation or warranty of Purchaser contained in this Agreement or any Ancillary Agreement (including any schedule or exhibit attached hereto or thereto);

(ii) any breach of any warranty, covenant, or agreement of Purchaser contained in this Agreement or any Ancillary Agreement (including any schedule or exhibit attached hereto or thereto);

(iii) any of the Assumed Liabilities; and

(iv) any liability, loss, or obligation resulting from the operation of the Business after the Closing Date, except to the extent arising from a Retained Liability.

Section 11.2 Notice and Opportunity to Defend.

(a) As soon as is reasonably practicable after a Seller Indemnified Party or Purchaser Indemnified Party, as the case may be, becomes aware of any claim that it has under Section 11.1 that may result in a Loss (a “**Liability Claim**”), such Person (the “**Indemnified Party**”) shall give notice thereof (a “**Claims Notice**”) to the party hereto that is obligated to indemnify the Indemnified Party with respect to such claim (the “**Indemnifying Party**”). A Claims Notice shall describe the Liability Claim in reasonable detail, and shall indicate the amount (estimated, if necessary and to the extent feasible) of the Loss that has been or may be suffered by the Indemnified Party. No delay in or failure to give a Claims Notice by the Indemnified Party to the Indemnifying Party pursuant to this Section 11.2(a) shall adversely affect any of the other rights or remedies which the Indemnified Party has under this Agreement, or alter or relieve the Indemnifying Party of its obligation to indemnify the Indemnified Party to the extent that such delay or failure has not materially prejudiced the Indemnifying Party.

(b) To the extent that any Liability Claim relates to a third party proceeding, the Indemnifying Party may elect, by providing written notice to the Indemnified Party within thirty (30) days of receipt of a Claims Notice from the Indemnified Party of the commencement or assertion of any Liability Claim in respect of which indemnity may be sought hereunder, to assume and conduct the defense of such Liability Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of a Liability Claim in accordance with this Section 11.2(b), the Indemnified Party may continue to defend the Liability Claim. If the Indemnifying Party has assumed the defense of a Liability Claim as provided in this Section 11.2(b), the Indemnifying Party will not be liable for any legal expenses

subsequently incurred by the Indemnified Party in connection with the defense thereof; *provided, however*, that if (i) the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Liability Claim or (ii) a settlement of, or adverse judgment with respect to the Liability Claim may be expected to have a material adverse effect on, or is likely to establish a precedential custom or practice materially adverse to the continuing business or Tax position of the Indemnified Party (including, without limitation, any increase in the Tax liability of Purchaser or any Affiliate thereof), the Indemnified Party may assume its own defense, and the Indemnifying Party shall be liable for all reasonable costs or expenses paid or incurred in connection therewith. The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Liability Claim which the other is defending as provided in this Agreement. The Indemnifying Party, if it shall have assumed the defense of any Liability Claim as provided in this Agreement, shall not, without the prior written consent of the Indemnified Party, consent to a settlement of, or the entry of any judgment arising from, any such Liability Claim which (i) does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party a complete release from all liability in respect of such Liability Claim, or (ii) grants any injunctive or equitable relief, or (iii) may reasonably be expected to have a material adverse effect on, or is likely to establish a precedential custom or practice material adverse to, the continuing business or Tax position of the Indemnified Party (including, without limitation, any increase in the Tax liability of Purchaser or any Affiliate thereof). The Indemnified Party shall not settle any Liability Claim, without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 11.3 Survivability / Limitations on Indemnification.

(a) The representations and warranties of Seller, Purchaser and Parent contained in this Agreement or in any Ancillary Agreement, and the right of Seller, Purchaser and Parent to seek indemnification as a result of any breach of or inaccuracy in any representation or warranty, shall survive until the later to occur of (x) the first (1st) anniversary of the Closing Date or (y) the expiration of the Earnout Period (the “**Expiration Date**”); *provided, however*, that:

(i) the Expiration Date will not apply for any Liability Claim relating to a breach of or inaccuracy in the representations and warranties of Seller contained in Section 5.1 (Organization and Standing), Section 5.2 (Authority), Section 5.6 (Title), or Section 5.27 (Brokerage and Finders Fees);

(ii) the representations and warranties of Seller contained in Section 5.5 (Environmental Matters), Section 5.7 (Taxes), Section 5.8 (Litigation) and Section 5.20 (Employee Benefit Plans and Other Plans) shall survive for the duration of any applicable statute of limitations, the duration of any suspension, waiver or extension thereof, and for ninety (90) days thereafter;

(iii) all of the covenants and agreements of Seller, any Member, Purchaser, and Parent contained in this Agreement shall survive after the date of this Agreement and be enforceable in accordance with their terms without expiration; and

(iv) any Liability Claim pending on any Expiration Date for which a Claims Notice has been given in accordance with Section 11.2 on or before such Expiration Date may continue to be asserted and indemnified against until finally resolved.

The representations and warranties listed in clauses (i) and (ii) of this Section 11.3(a) are referred to as the “**Fundamental Representations**”.

(b) Notwithstanding anything to the contrary contained in this Agreement, neither Seller nor any Member shall have to indemnify any Purchaser Indemnified Party for any Loss under Section 11.1(a)(i) until the aggregate amount of all Losses sustained by one or more Purchaser Indemnified Parties exceeds \$100,000 in the aggregate (the “**Basket**”), in which case each Purchaser Indemnified Party shall be entitled to indemnification hereunder to the full extent of Losses (including the Losses included in the Basket), only up to but not exceeding, in the aggregate, the sum of \$3,000,000 (the “**Cap**”). Notwithstanding anything to the contrary contained in this Agreement, the Basket and Cap shall not apply to Losses sustained by Purchaser as a result of Seller’s breach of a Fundamental Representation or Losses that are determined by a court of competent jurisdiction to sound in fraud in an action brought by Purchaser against either Seller or a Member.

(c) Notwithstanding anything to the contrary contained in this Agreement, Purchaser and Parent shall not have to indemnify any Seller Indemnified Party for any Loss under Section 11.1(b)(i) until the aggregate amount of all Losses sustained by one or more Seller Indemnified Parties exceeds the Basket, in which case each Seller Indemnified Party shall be entitled to indemnification hereunder to the full extent of Losses (including the Losses included in the Basket), up to but not exceeding, in the aggregate, the Cap.

(d) Absent fraud or criminal activity, the indemnification provided for in Section 11.1 of this Agreement shall be the sole and exclusive post-Closing remedy available to any party against the other parties for any Losses arising under or based upon this Agreement or the transactions contemplated hereby.

(e) Absent fraud or criminal activity, no party hereto will be entitled to receive from any other party hereto punitive damages as a result of Losses hereunder.

(f) For the purposes of the indemnification provisions set forth in this Article 11, any Losses shall be determined on a net basis after giving effect to any actual cash payments, setoffs, recoupment, or any other payments in each case received, realized, or retained by the indemnified party (including any amounts recovered or recoverable by the indemnified party from unaffiliated third party insurance providers) as a result of any event giving rise to a claim for such indemnification.

Section 11.4 Manner of Satisfying Losses.

(a) Payments owed by Seller in satisfaction of Seller's indemnification obligations pursuant to this Article 11 shall be satisfied in the following manner: (i) first, through offset against any Earnout Consideration or License Payment that may become due to Seller, (ii) second, through a reduction in the outstanding balance of the Convertible Note, if the note is still outstanding, and (iii) third, to the extent amounts recovered by Purchaser Indemnified Party are not sufficient to satisfy all Losses in full, then the balance of such Losses shall be paid directly from either Seller or the Members in cash or through the surrender of a portion of the Parent Common Stock having the value of the greater of (x) the market price of Parent Common Stock at the time the amount of the Loss is finally determined by agreement of the parties, or to the extent necessary, by a court of competent jurisdiction or (y) the conversion price at which such Parent Common Stock was received upon conversion of the Convertible Note.

(b) Payments owed by Purchaser or Parent in satisfaction of their indemnification obligations pursuant to this Article 11 shall be paid to Seller in cash.

Section 11.5 Treatment of Indemnification Payments. All indemnification payments made by any party hereto will be treated as adjustments to the Initial Purchase Price.

Section 11.6 Materiality. Each of the representations and warranties that contain any "Material Adverse Effect", "in all material respects", or other materiality (or correlative meaning) qualifications shall be deemed to have been given as though there were no such qualification for purposes of any indemnification under this Article 11.

ARTICLE 12 POST CLOSING COVENANTS

The parties covenant to take the following actions after the Closing Date:

Section 12.1 Further Information. Following the Closing, upon reasonable advance notice, Seller, Parent, and Purchaser shall both afford to one another, their respective counsel and accountants, during normal business hours, upon prior written notice, reasonable access to the books, records, and other data relating to the Business or the Purchased Assets with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required (a) to facilitate the investigation, litigation, and final disposition of any claims which may have been or may be made against any party or its Affiliates, (b) in connection with any Tax Return, audit, examination, proceeding, or determination, (c) to facilitate the purchase and implementation of any policies of insurance covering the Purchased Assets or the Business, and (d) for any other reasonable business purpose. All investigations by or on behalf of either Seller, Parent, or Purchaser shall be conducted in such manner as to not unreasonably interfere with the business operations of the providing party and will be at the requesting party's sole expense.

Section 12.2 Record Retention. Each party agrees that for a period of not less than seven (7) years following the Closing Date, it shall not destroy or otherwise dispose of any of the books and records relating to the Business or the Purchased Assets in their possession with respect to periods prior to the Closing. Upon thirty (30) days advance notice to the other party, each party shall have the right to destroy all or part of such books and records after the seventh (7th) anniversary of the Closing Date. If any party so desires, it shall have the right, at its own expense, to take possession of any records that the other party intends to destroy.

Section 12.3 Tax Assistance. Following the Closing, Seller and Members, on the one hand, and Purchaser, on the other hand, will provide each other with such assistance as may reasonably be requested in connection with the preparation of any Tax Return, any audit or other examination by any Taxing authority, or any judicial or administrative proceedings relating to liability for Taxes.

Section 12.4 No Assignment Causing Breach. Neither this Agreement nor any document or instrument delivered pursuant hereto shall constitute an assignment of any claim, Contract, lease, commitment or sales or purchase order or an attempted assignment thereof without the consent of any other Person if such assignment would be ineffective, constitute a breach thereof or in any way adversely affect the rights thereunder. Until such consent is obtained, Seller, Members and Purchaser will cooperate with each other to provide for Purchaser the benefits of, and to permit Purchaser to assume all liabilities under, any such claim, Contract, lease, commitment or sales or purchase order, including enforcement at the request and expense of Purchaser for the benefit of Purchaser of any and all rights of Seller against the other party or parties thereto; and any transfer or assignment to Purchaser by Seller of any property or property rights or any Contract or lease which requires the consent or approval of any third party shall be made subject to such consent or approval being obtained.

Section 12.5 Employee Matters and Employee Benefits.

(a) Non-Transferred Employees. Nothing in this Agreement shall be deemed to impose on Purchaser any liabilities or responsibilities for periods prior to the Closing regarding individuals who do not become employees of Purchaser pursuant to offers of employment made under Section 12.5(b), including, without limitation, liabilities or responsibilities for (i) pension, retirement, profit-sharing, savings, pension, medical, dental, disability income, life insurance, or accidental death benefits, whether insured or self-insured, whether funded or unfunded, (ii) workers' compensation (both long term and short term) benefits, whether insured or self-insured, whether or not accruing or based upon exposure to conditions prior to the date of this Agreement or for claims incurred or for disabilities commencing prior to the Closing Date, or (iii) severance benefits.

(b) Offers of Employment. At Purchaser's sole discretion, Purchaser will offer as of the Closing Date employment at-will to all employees of Seller; *provided, however,* that nothing herein shall require the continuation of any employment or any terms of employment after the Closing Date.

(c) WARN. Seller shall be responsible for complying with the notice and coverage requirements of the Workers Adjustment and Retraining Notification Act, if applicable, with respect to any event or condition on or prior to the Closing Date.

(d) Final Seller Payroll. Seller shall be responsible for calculation and funding of a final payroll for all employees of the Business through and including the

Closing Date, which shall include payment for all accrued and unused vacation time and sick leave outstanding as of the Closing Date. The amount of such payroll (including taxes, withholdings and other amounts normally and customarily funded at the time of processing payroll) shall be added to Schedule 3.1(d) as a Specified Seller Liability and funded by Purchaser, on behalf of seller, on the Closing Date to Seller's payroll account. Seller shall submit the final payroll to ADP for processing and payment no later than three (3) days following the Closing Date. Purchaser shall be reasonably satisfied with such calculations and the amount transferred.

Section 12.6 Further Assurances. From and after the Closing, Purchaser, Seller, and each Member will, and will cause their respective Affiliates to, execute and deliver such further instruments of sale, conveyance, transfer, assignment, and delivery and such consents, assurances, powers of attorney, and other instruments and take such other action as reasonably may be necessary to in order to vest in Purchaser (and record and perfect) all right, title, and interest in and to the Purchased Assets, to put Purchaser in actual possession and control of the Business and to otherwise fully effectuate and carry out the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 12.7 Mail, Bank Accounts and Other Receipts.

(a) From and after the Closing, Seller agrees to hold in trust and deliver to Purchaser promptly following receipt thereof any mail, checks, electronic cash deposits, or documents that it receives pertaining to the Business or the Purchased Assets. Seller agrees to maintain, for a reasonable period of time (not to exceed three months), the bank account(s) and lockbox(s) that were used, immediately prior to the Closing Date, to receive customer payments relating to the Business. Purchaser agrees to hold in trust and deliver to Seller promptly following receipt thereof any mail, checks, electronic cash deposits, or documents that it receives pertaining to matters other than the Business or the Purchased Assets.

(b) From and after the Closing, Seller agrees to maintain for as long as necessary amounts of cash in the bank accounts used for the operation of the Business prior to Closing sufficient to cover any and all checks, drafts, and other draws that are outstanding against such accounts as of the Closing Date.

(c) From and after the Closing, Seller and Purchaser shall use their reasonable good faith efforts to reconcile, on or about forty five (45) days following the Closing or at such mutually agreeable later date, (i) the amount, if any, of the trade payables and/or accrued expenses being assumed by Purchaser pursuant to this Agreement that are drawn from the bank accounts of Seller after the Closing Date, and (ii) the amount, if any, of the accounts receivable and other customer and/or supplier payments relating to the Purchased Assets that are remitted to and/or deposited by such customers and/or suppliers into the bank accounts of Seller after the Closing Date. Any amounts due from Seller to Purchaser, or from Purchaser to Seller, as a result of such reconciliation shall be promptly paid by the owing party.

ARTICLE 13 MISCELLANEOUS

Section 13.1 Seller Representative.

(a) Appointment. The seller representative shall be W. Ray Cross (the “**Seller Representative**”). The Seller Representative is hereby constituted and appointed as the agent and attorney in fact for and on behalf of Seller and each Member. Without limiting the generality of the foregoing, the Seller Representative has full power and authority, on behalf of Seller and each Member and his or her successors and assigns, to (i) interpret the terms and provisions of this Agreement; (ii) execute and deliver all agreements, certificates, statements, notices, approvals, extensions, waivers, undertakings, amendments and other documents required or permitted to be given in connection with the consummation of the transactions contemplated by this Agreement; (iii) receive service of process in connection with any claims under this Agreement; (iv) agree to, negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to such claims, and to take all actions necessary or appropriate in the sole judgment of the Seller Representative for the accomplishment of the foregoing, including, without limitation, taking all such actions as may be necessary under Article 11 hereof; (v) give and receive notices and communications; (vi) exercise all rights of Seller or any Member under the Agreement, the Convertible Note, or the Registration Rights Agreement and (vii) take all actions necessary or appropriate in the sole judgment of the Seller Representative on behalf of the Members in connection with this Agreement or any of the Ancillary Agreements.

(b) Successors. The Seller Representative may be changed by those Members that hold a majority of the Seller’s membership interests from time to time upon not less than ten (10) days prior written notice to the Purchaser. The Seller Representative, or any successor hereafter appointed, may resign at any time by written notice to the Purchaser, Parent and the Members. A successor Seller Representative will be named by those Members that hold a majority of the Seller’s membership interests. All power, authority, rights and privileges conferred herein to the Seller Representative will apply to any successor Seller Representative.

(c) Liability. The Seller Representative will not be liable to the Members for any act done or omitted under this Agreement as the Seller Representative while acting in good faith, and any act taken or omitted to be taken pursuant to the advice of counsel will be conclusive evidence of such good faith and will be entitled to indemnification by Seller and the Members for Losses related thereto.

(d) Reliance. From and after the Closing Date, Purchaser and Parent are entitled to deal exclusively with the Seller Representative on all matters relating to this Agreement and the Ancillary Agreements and agree to deal with the Seller Representative on an exclusive basis. A decision, act, consent or instruction of the Seller Representative constitutes a decision of Seller and the Members. Such decision, act, consent or instruction is final, binding and conclusive upon Seller and each Member. Purchaser and Parent may rely upon any decision, act, consent or instruction of the Seller Representative. Notices or communications to or from the Seller Representative will constitute notice to or from Seller and each of the Members.

Section 13.2 Assignment; Third Parties; Binding Effect. The rights under this Agreement are not assignable nor are the duties delegable by (a) Seller or any Member without the prior written consent of Purchaser and Parent; and (c) Purchaser without the prior written consent of Seller; except that either Purchaser or Parent may, without the consent of any other party, assign this Agreement (x) to a wholly owned subsidiary of Parent, (y) an entity under common control with Purchaser, or (z) Purchaser's principal creditor. Any attempted assignment or delegation in contravention of the previous sentence shall be null and void; provided, however, that an assignment by Parent shall not change or relieve it of its obligations hereunder. Nothing contained in this Agreement is intended to convey upon any person or entity, other than the parties and their successors in interest and permitted assigns, any rights or remedies under or by reason of this Agreement unless expressly stated. All covenants, agreements, representations and warranties of the parties contained in this Agreement are binding on and will inure to the benefit of Purchaser, Seller, and each Member, as applicable, and their respective successors and permitted assigns.

Section 13.3 Expenses. Each of the parties hereto shall pay its own expenses and costs incurred or to be incurred by it in negotiating, closing and carrying out this Agreement.

Section 13.4 Notices. All notices, requests, demands and other communications to be made under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (i) when personally delivered, (ii) upon receipt of a telephonic facsimile transmission with a confirmed telephonic transmission answer back, (iii) three (3) Business Days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or (iv) one (1) Business Day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the following addresses (or at such other address or number as is given in writing by any party to the other parties) as follows:

(a) If to Purchaser and Parent, to:

Streamline Health Solutions, Inc.
10200 Alliance Road
Cincinnati, Ohio 45242
Attention: Stephen H. Murdock, SVP and CFO
Facsimile No.: (513) 672-2112
Email: steve.murdock@streamlinehealth.net

with a copy to:

Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square
Suite 2300
Cleveland, Ohio 44114
Attention : John S. Gambaccini, Esq.
Facsimile No.: (216) 363-4588
Email: jgambaccini@beneschlaw.com

(b) If to Seller prior to Closing:

Interpoint Partners, LLC
1230 Peachtree Street NE,
Suite 2330
Atlanta, Georgia 30309
Attention: W. Ray Cross
Facsimile No.: (404) 446-0059
Email: rcross@interpointpartners.com

(c) If to Seller or any Member after Closing, to:

W. Ray Cross
P.O. Box 7083
Tifton, Georgia 31793
Facsimile No.: _____
Email: _____

in the case of (b) or (c), with a copy to:

Simpson Law and Mediation Service
1020 East College Avenue
Tifton, Georgia 31794
Attention: Ralph F. Simpson
Facsimile No.: (229) 388-8419
Email: rfs@simpsonmediation.com

Section 13.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Agreement or any Ancillary Agreement delivered via facsimile, electronic mail, or in pdf format shall be deemed an original for all purposes.

Section 13.6 Captions and Section Headings. Captions and section headings are for convenience only, are not a part of this Agreement and may not be used in construing it.

Section 13.7 Possession of Purchased Assets. Possession of the Purchased Assets will be given to Purchaser effective as of 11:59 p.m. on the Closing Date. Purchaser will not acquire any title to the Purchased Assets until possession has been given to it in accordance with this Section 13.7. For purposes of this Section 13.7, possession will be deemed to have been given to Purchaser when Seller delivers or causes to be delivered to Purchaser good and sufficient instruments of transfer and conveyance as provided in this Agreement.

Section 13.8 Waivers. Any failure by any of the parties to comply with any of the obligations, agreements, or conditions set forth in this Agreement may be waived by the other party or parties, but any such waiver will not be deemed a waiver of any other obligation, agreement or condition contained herein.

Section 13.9 Entire Agreement. This Agreement, including any certificate, schedule, exhibit, or other document delivered pursuant to its terms, constitutes the entire agreement between the parties. There are no verbal agreements, representations, warranties, undertakings, or agreements between the parties, and this Agreement may not be amended or modified in any respect, except by a written instrument signed by all the parties to this Agreement.

Section 13.10 Governing Laws. This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia, without regard to conflict of laws principles. For the sole purpose of this Agreement and any controversy arising hereunder, each party hereby submits itself to the exclusive jurisdiction of the state or federal courts sitting in Fulton County, Georgia, and waives any objection (on the grounds of each of jurisdiction or forum non conveniens, or otherwise) to the jurisdiction of any such court. Each of Seller, Purchaser, Parent and each Member irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action, or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

{Signatures begin on next page. Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

PURCHASER:

IPP ACQUISITION, LLC

By: /s/ Stephen H. Murdock

Name: Stephen H. Murdock

Title: SVP and CFO

PARENT:

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Stephen H. Murdock

Name: Stephen H. Murdock

Title: SVP and CFO

/s/ Matt Seefeld

KURT SEEFELD, executed by Matthew S.

Seefeld as agent and attorney in fact

/s/ Matt Seefeld

PHILLIP SEEFELD, executed by Matthew

S. Seefeld as agent and attorney in fact

/s/ Matt Seefeld

SUSAN SEEFELD, executed by Matthew

S. Seefeld as agent and attorney in fact

/s/ Matt Seefeld

PEYTON MERONEY, executed by Matthew

S. Seefeld as agent and attorney in fact

/s/ Matt Seefeld

LELAND DICE ROBERTS, executed by Matthew

S. Seefeld as agent and attorney in fact

/s/ Matt Seefeld

E. DICE ROBERTS, executed by Matthew S.

Seefeld as agent and attorney in fact

SELLER:

INTERPOINT PARTNERS, LLC

By: /s/ Matt Seefeld

Name: Matt Seefeld

Title: CEO

MEMBERS:

INTERPOINT INVESTMENT GROUP

By: /s/ Matt Seefeld

Name: Matthew S. Seefeld

Title: Agent and Attorney in Fact

/s/ Matt Seefeld

MATTHEW S. SEEFELD, individually

/s/ Matt Seefeld

JAMES SKRINSKA, executed by Matthew

S. Seefeld as agent and attorney in fact

/s/ Matt Seefeld

CLAY HALE, executed by Matthew

S. Seefeld as agent and attorney in fact

/s/ Matt Seefeld

JOHN SKRINSKA, executed by Matthew

S. Seefeld as agent and attorney in fact

/s/ Matt Seefeld

MICHAEL ROBERTS, executed by Matthew S.

Seefeld as agent and attorney in fact

APPENDIX A

DEFINITIONS

For purposes of this Agreement, unless the context otherwise indicates, the following terms, whether capitalized or not, shall have the meaning set forth below:

“Affiliate” means with respect to any Person, (a) any officer, director, manager, or holder of more than ten percent (10%) of the outstanding shares or equity interest of such Person, (b) such Person’s spouse and the parents, grandparents, brothers and sisters, children, and grandchildren of such Person or of such Person’s spouse, or (c) any other Person which directly or indirectly controls, is controlled by, or is under common control with such Person. A Person shall be deemed to control another Person if the controlling Person, directly or indirectly, possesses the power to direct or cause the direction of the management and policies of the controlled Person, whether through ownership of voting securities, by contract, or otherwise.

“Ancillary Agreements” means the Assignment and Assumption Agreement, the Bill of Sale, the Restrictive Covenant Agreement, the Convertible Note, the Registration Rights Agreement, and each agreement, document, instrument, or certificate contemplated by this Agreement or to be executed by Purchaser, Seller, or any Member in connection with the consummation of the transactions contemplated by this Agreement, in each case only as applicable to the relevant party or parties to such Ancillary Agreement, as indicated by the context in which such term is used.

“Business Day” means any day other than a Saturday, Sunday, or day on which commercial banks are authorized or required by law to close in Cincinnati, Ohio.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any agreement, contract, obligation, promise, or undertaking (whether written or oral) that is legally binding and (a) under which Seller has or may acquire any rights, (b) under which Seller has or may become subject to any obligation or liability, or (c) by which Seller or any of the Purchased Assets may become bound.

“Debt” means (a) all obligations to repay borrowed money, direct or indirect, incurred, assumed, or guaranteed, (b) all obligations for the deferred purchase price of capital assets (excluding normal trade terms for capital assets purchased in the ordinary course of business), (c) all obligations under conditional sales or other title retention agreements, (d) all reimbursement and other obligations (contingent or otherwise) under any letter of credit, banker’s acceptance, currency swap agreement, interest rate swap, cap, collar, or floor agreement or other interest rate management device.

“Encumbrance” means any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, easement, or restriction or reservation of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“Environmental Law” means any foreign, federal, state or local law, order, permit or other requirement of law, including any principle of common law, now in effect, relating to the environment, public health or safety, in each case as applicable to Seller or its Leased Real Property.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Financial Statements” means the following reports of Seller, (a) the Verified Balance Sheets, (b) the unaudited interim balance sheet dated as of November 30, 2011, and (c) the related unaudited statement of income for the period ended November 30, 2011.

“GAAP” means United States generally accepted accounting principals, consistently applied.

“Governmental Authorization” means any approval, consent, ratification, waiver, license, permit, or authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement.

“Governmental Authority” means any United States, state, local, foreign, or other governmental entity or municipality or any subdivision thereof or any authority, department, commission, board, bureau, agency, court, tribunal, arbitration panel, or instrumentality.

“Hazardous Material” means any substance or waste containing hazardous substances, pollutants or contaminants as those terms are governed by or defined in Environmental Law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, any other foreign, federal, state or local laws, rules or regulations governing the manufacture, import, use, handling, storage, processing, transportation, release or disposal of substances or wastes deemed hazardous, toxic, dangerous or injurious to public health or to the environment. This term Hazardous Material also includes asbestos-containing material, polychlorinated bi-phenyls and petroleum or petroleum-based products.

“Intellectual Property” means all business names (fictitious or otherwise), trade names, registered and unregistered trademarks and service marks, art work, packaging, plates, emblems, logos, internet domain names, insignia and copyrights, and other proprietary rights to various words, slogans, symbols, logos, designs and trade dress, including all registrations and applications for the same, and all goodwill associated therewith; all domestic and foreign patents and patent applications, industrial and utility models, industrial designs, petty patents, patents of importation, patents of addition, certificates of invention, and any other indicia of invention ownership issued or granted by any Governmental Authority including any reissue, re-examination, extension, division, continuation or continuation-in-part of any of the foregoing; all copyrights, applications for copyright registration and copyright registrations, in both published works and unpublished works and all moral rights (or *droit moral*), visual artists rights and author’s rights; all right, title and interest of Seller in, to and under licenses, sublicenses or like agreements providing such Seller any right or concession to use any Third Party Software, or other software or information or intellectual property; all know-how, trade secrets, and confidential and/or proprietary information, including, without limitation, customer lists, technical or business information, including data, process technology, plans (including business

and marketing plans), sketches, drawings, schematics, flow charts, blue prints, manufacturing processes, formulae, recipes, designs, systems, forms, specifications, technical manuals, computer and software programs (in source code and object code formats), product information and development, work-in-progress; all other intellectual property rights (in whatever form or medium) owned or licensed by Seller and/or used in connection with the conduct of the Business; and all documentary evidence of any of the foregoing, including, without limitation, those items listed on Schedule 2.1(d).

“IRS” means the U.S. Internal Revenue Service.

“Knowledge” means, (a) with respect to Seller, any Member or W. Ray Cross is actually aware of a particular fact or other matter after due inquiry, (b) with respect to Purchaser or Parent, any of Stephen H. Murdock or Robert Watson is actually aware of a particular fact or other matter after due inquiry.

“Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational, or other constitution, law, ordinance, rule, code, by-law, principle of common law, regulation, statute, treaty, or requirement, including, but not limited to, any building zoning, fire, environmental, Tax, public health or safety law or code.

“Material Adverse Effect” means any change, event, effect, or development that (a) has a materially adverse effect on the financial condition in excess of \$100,000 or operating results of the Business and the assets to be acquired pursuant to this Agreement, or (b) has a materially adverse effect on the ability of Seller to perform its obligations under this Agreement; provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (i) any change, event, effect, or development arising from or relating to (1) any change in United States or foreign economies in general, (2) any change in general business or economic conditions affecting the industry and/or markets in which the Business operates, (3) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in general economic, business, regulatory, political or market conditions or in national or global financial or capital markets, (4) any changes in GAAP or other applicable accounting regulations, or (5) any actions taken (or omitted to be taken) at the request of Purchaser; (ii) any matters related to or caused by the announcement of this Agreement or the Ancillary Agreements or any of the transactions contemplated hereunder or thereunder or the effect of the public announcement of the transactions contemplated hereby on current or prospective customers of the Business; and (iii) any adverse change in or effect on the Business or the assets to be acquired pursuant to this Agreement that is cured by Seller before the earlier of (1) the Closing Date and (2) the date on which this Agreement is terminated pursuant to Section 10.

“Net Working Capital” means (a) accounts receivable (net of a reserve for doubtful accounts determined to be those customer accounts that remain unpaid for a period in excess of 90 days after invoice date, unless such customer’s accounts (i) have contractual terms in excess of 90 days and (ii) have paid outstanding invoices within such contractually extended terms), (b) less trade accounts payable and those accrued expenses set forth in Section 2.3(a)(ii) (excluding Retained Liabilities) of the Business, each as accrued in the Ordinary Course of Business, in conformity with GAAP.

“Ordinary Course of Business” means, with respect to Seller, an action which is:

(a) prudent, consistent with the past practices of Seller and taken in the ordinary course of the normal day-to-day operations of Seller;

(b) not required to be authorized by the directors, or Members of Seller; and

(c) similar in nature and magnitude to actions customarily taken without any authorization by the directors or Members of Seller in the ordinary course of the normal day-to-day operations of other prudent Persons that are in the same line of business as Seller.

“Person” means a natural person, sole proprietorship, corporation, limited liability company, firm, partnership, association, joint venture, trust, unincorporated organization, Governmental Authority or other entity, whether acting in an individual, fiduciary, or other capacity.

“Real Property” means all real property owned or leased by Seller and used in connection with the Business, including, without limitation, buildings, outside storage areas, silos, driveways, walkways, and parking areas thereon or thereof and all easements, improvements, and all appurtenances thereto, and the rights and privileges of Seller in all rights of way, licenses or easements.

“Release” has the same meaning as in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*

“Seller Related Party” means and includes any of the following: all Members of Seller; the spouse of any such Person; any child, grandchild, parent or sibling of any such Person (without regard to whether such relationship was created by birth or adoption), or spouse of any such Person; and any entity in which any of the foregoing has a direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding shares of any entity whose securities are listed on a national securities exchange or traded in the national over-the-counter market).

“Taxes” means any and all taxes, charges, fees, levies or other assessments, including, without limitation, income, employment, profits, use, alternative minimum, gross receipts, value added, excise, real or personal property, sales, withholding, social security, retirement, unemployment, occupation, service, service use, license, net worth, payroll, franchise, transfer and recording taxes, fees and charges, imposed by the IRS or any taxing authority (whether domestic or foreign including, without limitation, any state, county, local or foreign government or any subdivision or taxing agency thereof (including a United States possession)), whether computed on a separate, consolidated, unitary, combined or any other basis; and such term includes (i) any interest whether paid or received, fines, penalties or additional amounts attributable to, or imposed upon, or with respect to, any such taxes, charges, fees, levies or other assessments and (ii) any liability for such amounts as a result of being a member of a consolidated, combined, unitary or affiliated group or of a contractual obligation to indemnify any other Person or other entity.

“Tax Return” means any report, return, document, declaration or other information or filing required to be supplied to any taxing authority or jurisdiction (foreign or domestic) with respect to Taxes, including, without limitation, information returns, any documents with respect to or accompanying payments of estimated Taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information.

“Third Party Software” means any off-the-shelf software program, utility, tool, or application, or any software program which was not developed at the specific request or direction of Seller.

“Verified Balance Sheets” means the unaudited balance sheets of Seller dated as of December 31, 2010, and the related unaudited statements of income and cash flows of Seller for the year then ended, and when completed, both (i) the audited balance sheet of Seller dated as of December 31, 2010, and the related audited statements of income and cash flows of Seller for the year then ended, and (ii) the audited balance sheet of Seller dated as of September 30, 2011, and the related audited statements of income and cash flows of Seller for the nine month period then ended.

In addition, the following terms have the respective meanings indicated in the sections of this Agreement listed below:

<u>Defined Term</u>	<u>Section</u>
Acquisition Proposal	7.6
Agreement	Preamble
Assignment and Assumption Agreement	8.11(e)
Assumed Contracts	2.3(a)(iii)
Assumed Liabilities	2.3(a)
Basket	11.3(b)
Benefit Plan	5.20
Bill of Sale	8.11(f)
Business	Recitals
Cap	11.3(b)
Cash Consideration	3.1(b)
Claims Notice	11.2(a)
Closing	4.1
Closing Date	4.1
Closing Date Working Capital	3.4(b)
Closing Date Working Capital Statement	3.4(b)
Closing Date Payment	3.1(b)
Controlled Group Member	5.20
Convertible Note	3.3(a)
Creditor Payments	3.1(d)
Deposit	3.1(a)
Differences	3.4(d)(ii)
Disclosure Supplement	7.5
Earnout Note	3.2(a)
Earnout Period	3.2(a)
Earnout Consideration	3.2(a)
Employment Agreements	8.6
Estimated Closing Working Capital	3.4(a)
Estimated Working Capital Statement	3.4(a)
Excluded Assets	2.2
Expiration Date	11.3(a)
Final Purchase Price	3.4(e)
Final Working Capital Schedule	3.4(d)(iii)
Fundamental Representations	11.3(a)
Indemnified Party	11.2(a)
Indemnifying Party	11.2(a)
Independent Auditors	3.4(d)(ii)
Initial Purchase Price	3.1(b)
Initial Working Capital Adjustment	3.4(a)
Interpoint Division	3.2(a)
Interpoint Recurring Revenue	3.2(b)
Leased Real Property	5.4(a)
Liability Claim	11.2(a)
License Payment	3.2(c)
Losses	11.1(a)
Member	Preamble
Member Powers of Attorney	Recitals
New Monthly Financials	7.7
Notice of Disagreement	3.4(c)(ii)
Parent	Preamble
Parent Common Stock	3.3(a)
Payoff Letters	3.1(c)
Private Resolution Period	3.4(d)(i)
Purchased Assets	2.1
Purchaser	Preamble
Purchaser Indemnified Party	11.1(a)
Real Property Lease	5.4(a)
Registration Rights Agreement	3.3(b)
Resolved Objections	3.4(d)(i)
Restrictive Covenant Agreement	8.11(g)
Retained Liabilities	2.3(b)
Review Period	3.4(c)(i)
Seller	Preamble
Seller Indemnified Party	11.1(b)
Seller Representative	13.1(a)
Settlement Date	3.4(d)(iii)
Specified Seller Liabilities	3.1(d)
Statement of Claims	3.4(d)(ii)
Streamline Health Recurring Revenue	3.2(b)
Target Working Capital	3.4(a)
Termination Date	10.1(b)

THE SECURITIES REPRESENTED BY THIS CONVERTIBLE SUBORDINATED PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE PROVISIONS OF ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS, BUT HAVE BEEN, AND WILL BE, ACQUIRED BY THE HOLDER HEREOF FOR PURPOSES OF INVESTMENT AND IN RELIANCE ON STATUTORY EXEMPTIONS UNDER THE SECURITIES ACT AND UNDER ANY APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES AND THE SECURITIES ISSUED UPON CONVERSION HEREOF MAY NOT BE SOLD, PLEDGED, TRANSFERRED OR ASSIGNED, NOR MAY THIS CONVERTIBLE SUBORDINATED PROMISSORY NOTE BE CONVERTED, EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER PROVISIONS OF THE SECURITIES ACT AND ANY APPLICABLE STATE OR FOREIGN SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT; AND IN THE CASE OF AN EXEMPTION, ONLY IF THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION OF ANY SUCH SECURITIES.

THE RIGHTS OF THE HOLDER HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SUBORDINATION AGREEMENT DATED AS OF DECEMBER 7, 2011 AMONG FIFTH THIRD BANK, INTERPOINT PARTNERS, LLC, STREAMLINE HEALTH SOLUTIONS, INC. AND IPP ACQUISITION, LLC (AS AMENDED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME, THE "**SUBORDINATION AGREEMENT**") AND PAYMENT OF ANY AMOUNT TO THE HOLDER HEREUNDER IS EXPRESSLY SUBORDINATE TO THE PRIOR PAYMENT OF THE FIFTH THIRD OBLIGATIONS (AS DEFINED IN THE SUBORDINATION AGREEMENT).

CONVERTIBLE SUBORDINATED PROMISSORY NOTE

\$3,000,000

Dated: December 7, 2011
Cincinnati, Ohio

FOR VALUE RECEIVED, the undersigned, **IPP ACQUISITION, LLC**, a Georgia limited liability company (the "**Company**") and **STREAMLINE HEALTH SOLUTIONS, INC.**, a Delaware corporation ("**Parent**"), hereby promise to pay to the order of **INTERPOINT PARTNERS, LLC**, a Georgia limited liability company, ("**Payee**"), the principal sum of Three Million Dollars (\$3,000,000.00) (the "**Principal**"), together with Interest (as defined below), payable in accordance with the terms and conditions set forth herein. This Convertible Subordinated Promissory Note and any note issued in substitution for this note in accordance with the provisions hereof are referred to herein as the "**Note**." Parent and the Company are each herein referred to individually or collectively, as the context requires, as "**Maker**".

1. Asset Purchase Agreement. This Note is issued by Maker on the date hereof pursuant to the Asset Purchase Agreement (the "**Asset Purchase Agreement**"), dated as of December 7, 2011, by and between the Company, Payee, the members of Payee, and Parent, and is subject to the terms thereof. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement. The payments required under this Note are subject to set-off by the Company or Parent from time to time pursuant to the terms of the Asset Purchase Agreement.

2. **Interest.** The unpaid Principal amount actually outstanding under this Note shall accrue interest (“**Interest**”) at a per annum rate equal to eight percent (8%) from the date of this Note until the earlier of conversion in accordance with Section 7 or payment in full of all outstanding Principal and accrued Interest. Interest shall be payable quarterly in arrears on the first (1st) day of March, June, September, and December. All outstanding and accrued Interest shall be capitalized as additional Principal unless (i) Maker elects to pay such Interest in cash and (ii) such payment is permitted by Fifth Third Bank under the Subordination Agreement. The Company’s election to pay Interest in cash shall be indicated by written notice to such effect at least thirty (30) days prior to any Interest payment date. Interest shall not compound. Interest shall be calculated on the basis of actual days elapsed over a 365-day year.

3. **Payment.** Payments of Principal will be due and payable annually commencing December 1, 2014 (the “**Principal Commencement Date**”). On such date the then outstanding Principal balance shall be divided into three (3) equal installments, with the first installment due on the Principal Commencement Date and the remaining installments due on December 1, 2015 and December 1, 2016, respectively. Any Interest capitalized after the Principal Commencement Date shall be applied to the final Principal payment. All payments of Principal or Interest shall be made in lawful tender of the United States. If any date for payment of Principal or Interest is not a day on which banks are open for business in the State of Ohio (a “**Business Day**”), the date for such payment shall be the next succeeding Business Day.

4. **Prepayment.** The Principal may be prepaid, in full or in part, at any time after December 31, 2012 permitted by the Subordination Agreement, in cash upon not less than ninety (90) days’ prior written notice to Payee; *provided* that Maker shall pay all accrued but unpaid Interest on the outstanding Principal concurrently with any such prepayment. Notwithstanding the foregoing, Maker shall not be permitted to prepay all or any portion of this Note with proceeds received from the issuance of (i) Common Stock of Parent at a price of less than the Conversion Price in effect under this Note at the time of such issuance or (ii) any other equity securities of Parent, whether convertible into Common Stock of Parent or not, that have an issuance price, exercise price, or conversion price (as applicable) of less than the Conversion Price in effect under this Note at the time of such issuance. Pre-payments shall be credited first to accrued and unpaid Interest and the remainder to outstanding Principal, and in the case of prepayments following the Principal Commencement Date shall be applied to Principal payments in reverse order of maturity. Receipt of a prepayment notice from Maker shall not impair or restrict Payee’s ability to convert this Note in accordance with Section 7 on or before the tenth (10th) day preceeding the payment date specified in such prepayment notice.

5. **Events of Default.** The occurrence of any of the following shall be deemed an event of default under this Note (each, an “**Event of Default**”): (a) Maker defaults in the payment of Principal or Interest on this Note when the same becomes due and payable, which failure has continued unremedied for a period of fifteen (15) days after receipt of written notice of such failure; (b) Maker fails to perform any obligation under this Note (other than as provided in clause (a) above) on the terms required under this Note, which failure has continued unremedied for a period of fifteen (15) days after receipt of written notice of such failure; (c) Maker shall

commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under the federal bankruptcy laws, as now constituted or hereafter amended, or under any other bankruptcy, insolvency, or similar law now or hereafter in effect; (d) Maker shall suffer the commencement of an involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under the federal bankruptcy laws, as now constituted or hereafter amended, or under any other bankruptcy, insolvency or similar law now or hereafter in effect, and such case or other proceeding shall not be vacated or dismissed within ninety (90) days after its commencement; (e) Maker shall suffer the entry of an order for relief by any court having jurisdiction in the premises in any involuntary bankruptcy case under the federal bankruptcy laws, as now constituted or hereafter amended; or (f) Maker shall suspend business, or consent to or suffer a receiver, trustee, liquidator or custodian to be appointed for it or for all or a significant portion of any of its assets or affairs. Upon the occurrence of an Event of Default and during the continuation thereof, the Interest rate hereunder shall increase to eleven percent (11%) per annum.

6. Acceleration. If an Event of Default occurs and is continuing, Payee, by written notice to Maker, may declare the Principal to be immediately due and payable. Upon such declaration, all outstanding Principal shall be due and payable immediately.

7. Conversion of Note.

(a) Payee shall have the right, but not the obligation, exercisable at any time after December 31, 2012 by delivering written notice to Maker, to convert the then outstanding Principal balance and accrued Interest into shares of Common Stock, \$0.01 par value per share (the "**Common Stock**") of Parent ("**Conversion Shares**") at a conversion price of \$2.00 per share (the "**Conversion Price**"). Payee may convert this Note in whole or in part; provided, that prior to conversion of all of the then outstanding Principal balance and all accrued Interest, Payee shall be prohibited from converting an amount less than \$500,000 in Principal at any one time unless such a lesser amount is the then remaining unpaid Principal and accrued Interest at the time of such conversion exercise. To the extent Payee converts less than all of the outstanding Principal following the Principal Commencement Date, the amount so converted shall be deducted from the Principal payments in order of maturity. Once the Earnout Note, if any, is issued pursuant to the Asset Purchase Agreement and by its terms is convertible, then any election made thereafter to convert all or a portion of this Note shall apply equally to the Earnout Note such that a pro-rata portion of the outstanding principal and accrued interest of the Earnout Note is simultaneously converted. Likewise, any election to convert made thereafter delivered pursuant to the Earnout Note shall apply equally to this Note.

(b) Upon conversion of this Note, Payee must surrender this Note at the principal offices of Parent or any transfer agent for Parent. Parent will, as soon as practicable thereafter, issue and deliver to Payee a certificate for the number of Conversion Shares to which Payee is entitled upon such conversion under the terms of this Note. Upon conversion of this Note in whole, this Note shall be cancelled and Maker will be forever released from all its obligations and liabilities under this Note, including, without limitation, the obligation to pay such portion of the Principal and accrued Interest as may then be outstanding. Upon conversion of this Note in part, this Note shall be cancelled and Maker shall issue Payee a replacement note for the remaining outstanding Principal balance.

(c) No fractional Conversion Shares shall be issued upon conversion of this Note. Instead of any fractional Conversion Shares that would otherwise be issuable upon conversion of this Note, (i) in the case of a conversion in whole, Maker shall pay to Payee in cash such amount as necessary to reduce the outstanding Principal balance to the nearest whole Conversion Share upon conversion and (ii) in the case of a conversion in part, the Principal amount subject to the conversion notice shall be deemed reduced to the amount necessary to result in the nearest whole Conversion Share upon conversion.

8. Adjustments to Conversion Price. In order to prevent dilution of the conversion rights granted under Section 7, the Conversion Price is subject to adjustment from time to time as follows:

(a) Subdivision or Combination of Stock. If and whenever Parent shall at any time subdivide its outstanding Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and conversely, in case the outstanding Common Stock of Parent shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(b) Stock Dividends. If and whenever at any time Parent shall declare a dividend or make any other distribution upon any class or series of stock of Parent payable in Common Stock of Parent, the Conversion Price in effect immediately prior to such dividend or distribution shall be proportionately reduced as if such dividend or distribution had been made by way of a subdivision pursuant to Section 8(a) above.

(c) Reorganization, Reclassification, Consolidation, Merger. If any capital reorganization, reclassification of the Common Stock of Parent, consolidation or merger of Parent with another corporation, or sale, transfer or other disposition of all or substantially all of Parent's properties to another corporation shall be effected, then, lawful and adequate provision shall be made whereby Payee shall thereafter have the right to purchase and receive upon the basis and upon the terms and conditions herein specified and in lieu of the Conversion Shares immediately theretofore issuable upon conversion of the Note, such shares of stock, securities or properties (including cash paid as partial consideration) (collectively, the "**Substitute Securities**") as may be issuable or payable with respect to or in exchange for a number of outstanding shares of Common Stock of Parent equal to the number of Conversion Shares issuable upon conversion of the Note immediately prior to such reorganization, reclassification, consolidation, merger, sale, transfer or other disposition, and in any such case, appropriate provision shall be made with respect to the rights and interests of Payee to the end that the provisions hereof shall thereafter be applicable, as nearly equivalent as may be practicable in relation to any Substitute Securities thereafter deliverable upon the exercise thereof. The above provisions of this Section 8(c) shall similarly apply to successive reorganizations, reclassification, consolidations, mergers, sales, transfers or dispositions.

(d) **Additional Common Stock.** In the event that Parent shall issue or sell any Common Stock (such shares “**Additional Common Shares**”) or any right permitting the holder thereof to subscribe for or purchase Additional Common Shares, whether pursuant to any warrant or option to acquire Common Stock, any right issued to holders of Common Stock or any security convertible or exchangeable into Common Stock (all such rights referred to as “**Rights**”) (in each case excluding the issuance or sale of Excluded Securities) at a Consideration Per Share lower than the Fair Market Value of the Common Stock of Parent, then the Conversion Price under this Note in effect immediately after such event shall be adjusted by multiplying the Conversion Price in effect immediately prior to such event by the quotient of:

(i) the sum of:

(A) the number of shares of Common Stock outstanding immediately prior to such event (calculated on a fully diluted basis taking into account all outstanding Rights); plus

(B) the quotient of (I) the Aggregate Consideration Receivable in respect of such event, divided by (II) the Fair Market Value of the Common Stock of Parent immediately prior to such event;

divided by:

(ii) the sum of:

(A) the number of shares of Common Stock outstanding immediately prior to such event (calculated on a fully diluted basis taking into account all outstanding Rights); plus

(B) the number of Additional Common Shares issued or sold in such event (or then issuable pursuant to Rights issued or sold in such event).

(e) For purposes of Section 8(d), “**Aggregate Consideration Receivable**” shall mean, in the case of a sale of Additional Common Shares, the aggregate amount paid to Parent in connection therewith and, in the case of an issuance or sale of Rights, or any amendment thereto, the sum of (i) the aggregate amount paid to Parent for such Rights, plus (ii) the aggregate consideration or premiums stated in such Rights payable for Additional Common Shares covered thereby; in each case without deduction for any fees, expenses or underwriters’ discounts.

(f) For purposes of Section 8(d), “**Consideration Per Share**” shall mean, with respect to Common Stock or Rights, the quotient of (i) the Aggregate Consideration Receivable in respect of such Common Stock or such Rights, divided by (ii) the total number of shares of Common Stock or, in the case of Rights, the total number of shares of Common Stock covered by such Rights.

(g) For purposes of Section 8(d), “**Excluded Securities**” shall mean and include: (i) Common Stock or Rights issued in any of the transactions described in Section 8(b) in respect of which an adjustment has been made pursuant to Section 8(d) and any Common Stock issued in respect of Rights for which an adjustment has been made under Section 8(d) or in respect of which no adjustment was required under Section 8(d) at the time of the issuance of such Rights; (ii) Common Stock issuable upon conversion of this Note or the Earnout Note; (iii) Common Stock issuable upon exercise of any options or warrants granted, or Common Stock granted as restricted stock units pursuant to any equity incentive plan approved by the board of directors of Parent; (iv) any Common Stock whose issuance has already triggered an adjustment under subsections (a), (b), (c) or (d) of this Section 8; (v) any Common Stock or Rights issued as full or partial consideration for the acquisition by Parent (or any subsidiary thereof) of all or substantially all of the capital stock or assets of any unaffiliated third party; and (vi) any Common Stock or Rights issued by Parent to any lender in connection with the provision by such lender of financing to Parent (or any subsidiary thereof).

(h) For purposes of Section 8(d), “**Fair Market Value**” shall mean the average of the closing price for the Common Stock of Parent as reported on NASDAQ for each of the ten (10) trading days immediately prior to the date of determination.

(i) Upon the expiration of any Rights, with respect to which an adjustment was required to be made pursuant to Section 8(d), without the full exercise thereof, the Conversion Price under this Note shall upon such expiration be readjusted and shall thereafter be the Conversion Price as would have been effective (i) had only the Common Stock actually issued or sold upon exercise of such Rights been taken into consideration for the adjustment in Section 8(d) and (ii) had only the actual consideration received by Parent upon such exercise plus the aggregate consideration, if any, actually received by Parent for the issuance, sale or grant of all such Rights, whether or not exercised; provided, however, no such readjustment shall have the effect of increasing the Exercise Price by an amount in excess of the amount of the reduction initially made in respect of the issuance, sale, or grant of such Rights.

(j) If, with respect to any of the Rights with respect to which an adjustment was required to be made pursuant to Section 8(d), there is an increase or decrease in the consideration payable to Parent in respect of the exercise thereof, or there is an increase or decrease in the number of shares of Common Stock issuable upon the exercise thereof (by change of rate or otherwise), the adjusted Conversion Price computed upon the original issue and sale thereof, and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Rights which are outstanding at such time.

9. Unsecured Note. This Note shall not at any time be secured by the assets or properties of Maker.

10. Subordination. The rights of Payee under this Note are subordinate to the prior payment of any amount due by Maker or Streamline Health, Inc. (“**Streamline**”) to Fifth Third Bank or its Affiliates (“**Senior Lender**”) pursuant to the credit agreements outstanding as of the

date of this Note and upon Maker's election, may be subordinate to up to an additional \$5 million of senior secured or unsecured debt created by Maker or Streamline after the date of this Note. In addition to the obligations to Senior Lender under the Subordination Agreement, Payee agrees to enter into one or more subordination agreements to subordinate its rights under this Note to any replacement lender for Senior Lender or any additional lender satisfying the conditions set forth in this Section 10 on terms and conditions as are mutually agreeable between Payee and any such lender.

11. Suits for Enforcement. Upon the occurrence of any one or more Events of Default and during the continuation thereof, Payee may proceed to protect and enforce its rights hereunder by suit in equity, action at law or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note, or may proceed to enforce the payment of this Note, or to enforce any other legal or equitable right.

12. Remedies Cumulative. No remedy herein conferred upon Payee is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

13. Remedies Not Waived. No course of dealing between Maker and Payee or any delay on the part of Payee in exercising any rights hereunder shall operate as a waiver of any right.

14. Transfer Restrictions.

(a) This Note may not be transferred without the prior written consent of Maker and then only if the Note is subsequently registered under the Securities Act of 1933, as amended, or an exemption from such registration is available.

(b) The Conversion Shares issued upon conversion of this Note may not be transferred, pledged, hypothecated or otherwise disposed of unless and until: (i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement and all applicable state securities laws; or (ii) (A) Payee shall have notified Parent of the proposed disposition and shall have furnished Parent with a statement of the circumstances surrounding the proposed disposition, and (B) if reasonably requested by Parent, Payee shall have furnished Parent with an opinion of counsel, reasonably satisfactory to Parent, that such disposition will not require registration of such securities under the Securities Act and that all requisite action has been or will, on a timely basis, be taken under any applicable state securities laws in connection with such disposition. No such registration statement or opinion of counsel shall be necessary for a transfer pursuant to Rule 144 promulgated under the Securities Act.

(c) All Conversion Shares issued upon conversion of this Note shall bear a restrictive legend indicating that such shares have not been registered under the Securities Act and remain subject to the transfer restrictions of applicable securities laws.

15. Investment Representations of Payee. Payee represents that it is acquiring this Note and any Conversion Shares issuable upon conversion of this Note for its own account for investment purposes and not with a view to the distribution thereof and does not have any intention of participating directly or indirectly in any redistribution or resale of any portion of the Conversion Shares issuable upon conversion of this Note.

16. Issuance of Conversion Shares. Parent covenants and agrees that all the Conversion Shares that may be issued upon the conversion of this Note will be duly authorized, validly issued and fully paid and nonassessable at the time of such issuance. Parent shall at all times while this Note is outstanding reserve such number of Conversion Shares as may be sufficient to permit the conversion in full of this Note.

17. Replacement of Note. On receipt by Maker of an affidavit of an authorized representative of Payee stating the circumstances of the loss, theft, destruction or mutilation of this Note (and in the case of any such mutilation, on surrender and cancellation of such Note), Maker, at its expense, will promptly execute and deliver, in lieu thereof, a new Note of like tenor. If required by Maker, Payee must provide indemnity sufficient in the reasonable judgment of Maker to protect Maker from any loss which Maker may suffer if a lost, stolen or destroyed Note is replaced.

18. Covenants Bind Successors and Assigns. All the covenants, stipulations, promises and agreements in this Note contained by or on behalf of Maker shall bind its successors and assigns, whether so expressed or not.

19. Presentment. Presentment for payment, demand protest and notice of demand, notice of dishonor and notice of nonpayment and all other notices are hereby waived by Maker. No failure to accelerate the debt evidenced hereby by reason of an Event of Default hereunder, and no indulgence that may be granted from time to time, shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Payee thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Georgia; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided or that may hereafter be provided that would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless Payee agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. Waiver. None of the rights or remedies of Payee are to be deemed waived or affected by failure to delay to exercise the same. All remedies conferred upon Payee by this Note shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively at Payee's option.

21. Survival. All representations and warranties of Maker and Payee contained in this Note shall survive the execution and delivery of this Note and shall continue in full force and effect thereafter until the earlier of the date on which all Principal and Interest hereunder has

been paid in full or until the date that is one year after the date of conversion as set forth in Section 7 above. All covenants and agreements of Maker and Payee contained in this Note shall survive the execution and delivery of this Note and shall continue in full force and effect thereafter in accordance with the terms hereof.

22. Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and addressed in the manner specified in Section 13.4 of the Asset Purchase Agreement and shall be deemed duly delivered as provided in Section 13.4 of the Asset Purchase Agreement.

23. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws principles.

24. Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof. Maker and Payee further agree to replace such invalid, illegal or unenforceable provision of this Agreement with a valid, legal and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

25. Counterparts. This Note may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one in the same instrument, and facsimile transmissions of the signatures provided for below may be relied upon, and shall have the same force and effect, as the originals of such signatures.

26. Headings. The headings in this Note are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

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IN WITNESS WHEREOF, the undersigned have executed this Convertible Subordinated Promissory Note as of the date first written above.

IPP ACQUISITION, LLC

By: /s/ Stephen H. Murdock

Name: Stephen H. Murdock

Title: SVP and CFO

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Stephen H. Murdock

Name: Stephen H. Murdock

Title: SVP and CFO

INTERPOINT PARTNERS, LLC

By: /s/ Matt Seefeld

Name: Matt Seefeld

Title: CEO

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the “**Agreement**”) is entered into as of December 7, 2011 by and among STREAMLINE HEALTH SOLUTIONS, INC., a Delaware corporation (“**Company**”), INTERPOINT PARTNERS, LLC, a Georgia limited liability company (“**Interpoint**”), and the members of Interpoint as set forth on the signature page thereto (the “**Members**”).

WHEREAS, Interpoint has agreed to sell all or substantially all of its assets to IPP Acquisition, LLC, a Georgia limited liability company and an indirect wholly owned subsidiary of Company (“**Purchaser**”), pursuant to that certain Asset Purchase Agreement dated as of December 7, 2011 (the “**Asset Purchase Agreement**”);

WHEREAS, contemporaneously with the closing under the Asset Purchase Agreement, Company and Purchaser will authorize the issuance of a convertible unsecured subordinated promissory note in the original principal amount of \$3,000,000 (the “**Note**”) to Interpoint that is convertible into shares of Common Stock (as defined below); and

WHEREAS, the Company and Interpoint wish to provide for certain arrangements with respect to the registration under the Securities Act of the shares of Common Stock held by Interpoint pursuant to conversion under the terms of the Note.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

1. CERTAIN DEFINITIONS. As used in this Agreement, the following terms will have the following respective meanings:

“**Best Efforts**” means the commercially reasonable efforts that a prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved as expeditiously as reasonably possible.

“**Business Day**” means any day that is not a Saturday, a Sunday or a day on which banks in the State of Ohio are generally closed for business.

“**Commission**” means the U.S. Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act or the Exchange Act.

“**Common Stock**” means the common stock, \$0.01 par value, of the Company.

“**Effectiveness Period**” means the period beginning on the date on which a Registration Statement is declared effective and ending on the date on which the Selling Holders shall have sold or otherwise disposed of all the Registrable Shares included in the Registration Statement.

“**Exchange Act**” means the Securities Exchange Act of 1934, and any successor to such statute, and the rules and regulations of the Commission issued under such Act, as they each may, from time to time, be amended and in effect.

“Holder” means Interpoint or any Permitted Transferee thereof in accordance with Section 7.2 hereof.

“Majority in Interest of the Registrable Shares” means the Holders of greater than 50% of all Registrable Shares (or, where reference is made to a Majority in Interest of Registrable Shares proposed to be included in a Registration Statement, the Holders of greater than 50% of the Registrable Shares so proposed to be included); *provided, however*, that so long as the Holder is Interpoint, Majority in Interest of the Registrable Shares shall mean W. Ray Cross acting in his capacity as “Seller Representative” under the Asset Purchase Agreement.

“Person” means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.

“Public Offering” means a public offering and sale of Common Stock for cash pursuant to an effective Registration Statement.

“Register,” “registered,” and **“registration”** refer to a registration effected by preparing and filing one or more Registration Statements or similar documents in compliance with the Securities Act and any applicable rules and regulations promulgated thereunder (including, in the case of a Registration Statement on Form S-3, Rule 415) and the automatic effectiveness or the declaration or ordering of effectiveness of such Registration Statement or similar document by the Commission.

“Registrable Shares” means any shares of Common Stock issued at any future time to Interpoint or a Permitted Transferee by way of conversion under the terms of the Note, including any Common Stock issued thereafter as a result of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation, other reorganization or otherwise. Registrable Shares will cease to be Registrable Shares pursuant to the provisions of Section 5.4 hereof.

“Registration Expenses” means all expenses incurred by the Company in complying with Sections 2 and 3 hereof, including, without limitation, all registration and filing fees, listing fees, all fees and expenses of complying with securities or blue sky laws, all printing expenses, fees and disbursements of counsel for the Company and its independent public accountants, including the expenses of any special audits required by or incident to such performance and compliance, and legal fees and disbursements of the Selling Holders, but excluding underwriting discounts, selling commissions, applicable transfer taxes, if any.

“Registration Statement” means a registration statement filed by the Company with the Commission for a Public Offering under the Securities Act (other than a registration statement on Form S-8 or Form S-4, or their successors, or any other form for a similar limited purpose).

“Rule 144” means Rule 144 promulgated under the Securities Act, and any successor rule or regulation thereto, and in the case of any referenced section of such rule, any successor section thereto, collectively and as from time to time amended and in effect.

“**Rule 415**” means Rule 415 promulgated under the Securities Act, or any successor rule or regulation providing for offering securities on a continuous or delayed basis.

“**Securities Act**” means the Securities Act of 1933, and any successor to such statute, and the rules and regulations of the Commission issued under such Act, as they each may, from time to time, be amended and in effect.

“**Selling Holder**” means any Holder on whose behalf Registrable Shares are registered pursuant to Section 2 or 3 hereof.

2. REQUIRED REGISTRATIONS.

2.1 **Demand Registrations.** At any time after the date hereof, a Majority in Interest of the Registrable Shares then outstanding may, by written notice to the Company, demand that the Company effect the registration for a Public Offering of all Registrable Shares then outstanding either on Form S-1 (or any other form that includes substantially the same information as would be required to be included in a Registration Statement on such form as currently constituted) or, to the extent the Company is eligible, on Form S-3 (or any successor form relating to secondary offerings). The requests of the Holders of a Majority in Interest of the Registrable Shares under this Section 2.1, shall be binding on all Holders and, subject to the provisions of Section 4.11, no more than two (2) registration demands may be delivered by the Holders.

2.2 **Notice to Other Holders of Registrable Shares.** Promptly after receipt of notice requesting registration pursuant to Section 2.1, the Company will give written notice of such requested registration to all other holders of Registrable Shares. Each Holder shall have twenty (20) days after receipt of the Company’s notice to provide written notice to the Company that such Holder desires to participate in the registration and the amount of Registrable Shares to be included. Upon receipt of such demand and subject to the limitations set forth in Sections 2.3 and 5.2, the Company will use its Best Efforts to cause all Registrable Shares requested by the Holders to be included in such registration to be registered under the Securities Act.

2.3 **Time and Value Limitations.** The Company shall not be required to effect any registration pursuant to this Section 2 unless the anticipated net aggregate offering price of the Registrable Shares to be registered is at least \$1,00,000. Further, the Company will not be required to effect any registration pursuant to this Section 2 within six (6) months after the effective date of any Registration Statement that was requested pursuant to this Section 2.

2.4 **Selection of Underwriter.** If a Majority in Interest of the Registrable Shares intend to distribute the Registrable Shares in an underwritten offering, they will so advise the Company in their request. A Majority in Interest of the Registrable Shares participating in such registration will have the right to designate the managing underwriter, subject to the approval of the Company, which approval may not be unreasonably withheld.

3. INCIDENTAL REGISTRATION.

3.1 **Company Registration.** Subject to Section 3.2, if at any time the Company proposes to register any of Common Stock under the Securities Act, for its own account or for the account of any holder of its securities other than Registrable Shares, then at least twenty (20)

days prior to the anticipated filing date of the applicable Registration Statement the Company will give written notice to all Holders of such proposed filing. The notice will describe the proposed registration and state the intended method of disposition and provide such Holders the opportunity to register the number of Registrable Shares as each such Holder may request, subject in each case to the terms of this Agreement. Upon the written request of a Holder or Holders given within twenty (20) days after the Company provides such notice, the Company will use its Best Efforts to cause all Registrable Shares that the Company has been requested to register to be registered under the Securities Act to the extent necessary to permit their sale or other disposition in accordance with the intended methods of distribution specified in the request of such Holder(s); provided that, the Company will have the right to postpone or withdraw any registration initiated by the Company pursuant to this Section 3.1 without obligation to any Holder; provided, further, that in the case of a proposed underwritten offering, the Company shall use its Best Efforts to cause the managing underwriter or underwriters to permit each of the Holders who have requested in writing to participate in the offering to include such Holder's Registrable Shares in such offering on the same terms and conditions as are applicable to the securities of the Company or other stockholders, as the case may be, included therein.

3.2 Excluded Transactions. The Company will not be obligated to effect any registration of Registrable Shares under this Section 3 incidental to the registration of any of its securities in connection with: (a) a registration on Form S-8 relating to employee benefit plans or dividend reinvestment plans; or (b) a registration on Form S-4 relating to the acquisition or merger after the date hereof by the Company or any of its subsidiaries of or with any other businesses.

4. REGISTRATION PROCEDURES. If and whenever the Company is required by the provisions of this Agreement to use its Best Efforts to effect the registration of any of the Registrable Shares under the Securities Act, the Company and the Selling Holders will take the actions described below in this Section 4.

4.1 Registration Statement. The Company will prepare and (in the case of a registration pursuant to Section 2 hereof, promptly and in any event within 90 days after the demand for registration has been delivered to the Company) file with the Commission a Registration Statement with respect to such Registrable Shares and use its Best Efforts to cause such Registration Statement to become effective within ninety (90) days after the filing of such Registration Statement. Such Registration Statement shall be for an offering to be made on a continuous or delayed basis (a so-called "shelf registration statement") if (i) the Company is eligible for the use thereof and (ii) the Holders requesting such registration have asked for a shelf registration statement, and the Company shall keep such Registration Statement effective pursuant to Rule 415 for the Effectiveness Period.

4.2 Amendments and Supplements. The Company will prepare and file with the Commission such amendments (including post-effective amendments) and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective during the Effectiveness Period, and during such period to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Shares and other securities, if any, covered by such Registration Statement until the end of the Effectiveness Period.

4.3 Cooperation. The Company will use its Best Efforts to cooperate with the Selling Holders in the disposition of the Registrable Shares covered by such Registration Statement, including without limitation in the case of an underwritten offering pursuant to Section 2.1 entering into and performing customary agreements (including an underwriting agreement in customary form with the managing underwriter) and causing key executives of the Company and its subsidiaries to participate under the direction of the managing underwriter in a “road show” scheduled by such managing underwriter in such locations and of such duration as in the judgment of such managing underwriter are appropriate for such underwritten offering.

4.4 Copies of Prospectus. The Company will furnish to each Selling Holder, without charge, (i) promptly after such Registration Statement is filed with the Commission, such reasonable numbers of copies of the prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and any amendments thereto, including financial statements and schedules and all exhibits, (ii) upon the effectiveness of such Registration Statement, such number of copies of the prospectus included in such Registration Statement, including all amendments and supplements thereto, and (iii) such other documents, in each case, as the Selling Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Shares owned by the Selling Holder.

4.5 Blue Sky Qualification. The Company will use its Best Efforts to register or qualify the Registrable Shares covered by the Registration Statement under the securities or “blue sky” laws of such states or jurisdictions in the United States as the Selling Holders reasonably request, and do any and all other acts and things that may be necessary or desirable to enable the Selling Holders to consummate the public sale or other disposition in such jurisdictions of the Registrable Shares covered by the Registration Statement, including preparing and filing in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Effectiveness Period (in the case of a shelf registration statement); *provided, however*, that the Company will not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it would not otherwise be so subject. The Company shall promptly notify each Selling Holder of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any Registrable Shares for sale under the securities or “blue sky” laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

4.6 Opinion of Counsel; Comfort Letter. In the case of an underwritten offering, the Company will use its Best Efforts to obtain all legal opinions, auditors’ consents and comfort letters and experts’ cooperation as may be required, including furnishing to each Selling Holder of such Registrable Shares a signed counterpart, addressed or confirmed to such Selling Holder, of (a) an opinion of counsel for the Company and (b) a “cold comfort” letter signed by the independent public accountants who have certified the Company’s financial statements included in such Registration Statement, covering substantially the same matters as are customarily covered in opinions of issuer’s counsel and in accountants’ letters delivered to underwriters in underwritten public offerings of securities.

4.7 Listing and Transfer Agent. The Company will cause all Registrable Shares covered by the Registration Statement to be listed on each securities exchange or automated quotation system on which the Common Stock is then listed. The Company will provide and cause to be maintained a transfer agent and registrar for all Registrable Shares covered by the Registration Statement not later than the effective date of such Registration Statement. The Company will pay all fees and expenses in connection with satisfying its obligations under this Section 4.7.

4.8 General Compliance with Federal Securities Laws; Section 11(a) Earning Statement. The Company will use its Best Efforts to comply with the Securities Act, the Exchange Act and any other applicable rules and regulations of the Commission, and make available to its securities holders, as soon as reasonably practicable, an earning statement covering the period of at least twelve (12) months after the effective date of such Registration Statement, which earnings statement shall be in a form complying with and satisfying Section 11(a) of the Securities Act and any applicable regulations thereunder, including the provisions of Rule 158.

4.9 Notice of Prospectus Defects. The Company will immediately notify the Selling Holders of the happening of any event, as a result of which the prospectus included or to be included in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing (provided that such notice shall not contain any material, non-public information). The Company will promptly revise such prospectus as may be necessary so that such prospectus shall not include an untrue statement of a material fact or omit to state such a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The Company will promptly deliver copies of such revised prospectus to the Selling Holders. Following receipt of the revised prospectus, the Selling Holders will be free to resume making offers of the Registrable Shares. The Company will extend the period during which the Registration Statement must be kept effective pursuant to this Agreement by the number of days during the period from and including the date of giving such notice to and including the date when the Selling Holders shall have received copies of the revised prospectus.

4.10 Company Lock-Up. In the case of an underwritten offering requested to be effected by the Holders pursuant to Section 2, the Company will refrain, without the consent of the managing underwriter, for a period from fifteen (15) days before the effective date of the registration sale until ninety (90) days after such effective date, from directly or indirectly selling, offering to sell, granting any option for the sale of, or otherwise disposing of any Common Stock or securities convertible into Common Stock other than pursuant to Company employee equity plans. The Company Lock-Up may be extended for an additional ninety (90) days (not to exceed one hundred eighty (180) days total) if required in the reasonable judgment of the underwriter.

4.11 Delay of Registration and Suspension of Offering. If at any time (a) after a request to effect a registration pursuant to Section 2 of this Agreement or (b) after a Registration Statement has become effective, the Company is engaged in any plan, proposal or agreement

with respect to any financing, acquisition, recapitalization, reorganization or other material transaction or development the public disclosure of which would be detrimental to the Company, then the Company or the Holders may direct that such request be delayed or that use of the prospectus contained in the Registration Statement be suspended, as applicable, for a period of up to ninety (90) days. The Company will notify all Holders requesting the registration or all Selling Holders, as the case may be, of the delay or suspension. In the case of notice suspending an effective Registration Statement, each Selling Holder will immediately discontinue any sales of Registrable Shares pursuant to such Registration Statement until such Selling Holder has received copies of a supplemented or amended prospectus or until such Selling Holder is advised in writing by the Company that the then-current prospectus may be used and has received copies of any additional or supplemental filings that are incorporated or deemed incorporated by reference in such prospectus. The Company or the Holders may exercise the rights provided by this Section 4.11 not more than once per requested registration. The Holders shall have the demand right reinstated if the request is delayed or suspended as provided herein or the circumstances set forth in Section 4.14 occur and that Section 4.14 comes into effect.

4.12 Participation by Selling Security Holders. In connection with the preparation and filing of each Registration Statement, and before filing any such Registration Statement or any other document in connection therewith, the Company must give the participating Holders and their underwriters, if any, and their respective counsel and accountants, the opportunity to participate in the preparation of such Registration Statement, each prospectus included therein or filed with the Commission, each amendment thereof or supplement thereto and any related underwriting agreement or other document to be filed, and give each of the aforementioned Persons such access to its books and records and such opportunities to discuss the business of the Company with its officers and the independent public accountants who have certified its financial statements as shall be necessary, in the opinion of such Holders, underwriters, counsel or accountants, to conduct a reasonable investigation within the meaning of the Securities Act.

4.13 Requests by Selling Holders. If requested by a Selling Holder, the Company shall (i) as soon as practicable incorporate in a prospectus supplement or post-effective amendment such information as a Selling Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Shares, including, without limitation, information with respect to the number of Registrable Shares being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Shares to be sold in such other offering provided that such information is required to be included in the Registration Statement by the Securities Act; (ii) as soon as practicable make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) as soon as practicable, supplement or make amendments to any Registration Statement if reasonably requested by a Selling Holder of such Registrable Shares.

4.14 Stop Orders. The Company shall use its Best Efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any of the Registrable Shares for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify each Selling Holder of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

4.15 Certificates. The Company shall reasonably cooperate with the Selling Holders and, to the extent applicable, facilitate the timely preparation and delivery of certificates representing the Registrable Shares to be offered pursuant to a Registration Statement and enable such certificates to be in such denominations or amounts, as the case may be, as the Selling Holders may reasonably request and registered in such names as the Selling Holders may request.

4.16 Notice of Effectiveness. Within two Business days after a Registration Statement that includes the Registrable Shares is declared effective by the Commission, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Shares (with copies to the Selling Holders) written confirmation that such Registration Statement has been declared effective by the Commission.

4.17 Governmental Approvals. The Company shall use its Best Efforts to cause the Registrable Shares covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Shares.

5. CERTAIN OTHER PROVISIONS.

5.1 Additional Procedures. Each Selling Holder will take all such actions and execute all such documents and instruments that are reasonably requested by the Company to effect the sale of its Registrable Shares in such Public Offering, including, without limitation, being parties to the underwriting agreement entered into by the Company and any other Selling Holders in connection therewith; *provided, however*, that the aggregate amount of any liability of any Selling Holder pursuant to such underwriting or other agreement will not exceed such Selling Holder's net proceeds from such offering. In addition, each Selling Holder will furnish to the Company such information regarding such Selling Holder and the distribution proposed by such Selling Holder as the Company may reasonably request in writing and as will be required in connection with any registration, qualification or compliance referred to in Section 4.

5.2 Underwriter's Cutback. Notwithstanding any other provision of this Agreement, if the managing underwriter determines that the inclusion of all shares requested to be registered in an underwritten offering would adversely affect the offering, the Company may limit the number of Registrable Shares to be included in the Registration Statement for such offering. If the registration has been requested by the Holders pursuant to Section 2 hereof, the number of shares that are entitled to be included in the registration and underwriting will be reduced in the following manner: (a) first, shares of Company equity securities, other than Registrable Shares, requested to be included in such registration by stockholders will be excluded, (b) second, shares of Company equity securities that the Company desires to include in such registration will be excluded and (c) third, Registrable Shares requested to be included in such registration by the Holders will be excluded. If the registration has been initiated other than pursuant to Section 2 hereof, the number of shares that are entitled to be included in the Registration Statement for such offering will be reduced in the following manner: (x) first, shares of Company equity

securities, other than Registrable Shares, requested to be included in such registration by stockholders will be excluded and Registrable Shares requested to be included in such registration by Holders will be excluded on a pro-rata basis and (y) second, shares of Company equity securities that the Company desires to include in such registration will be excluded. If any other stockholders of the Company exercise a contractual demand right for registration of equity securities of the Company concurrent with a demand request by the Holders pursuant to Section 2 hereof, then all such demanding holders shall be aggregated with the Holders for purposes of determining the category of stockholders to be cutback pursuant to this Section 5.2 provided that such other stockholders agree in writing to provide the Holders with reciprocal rights with respect to any demand request by such other stockholders. To the extent that the underwriters do not deem it necessary to exclude all of the shares requested to be registered by any category of stockholders contemplated above, the number of shares that may be included in the registration will be allocated to the members of such category requesting registration in proportion, as nearly as practicable, to the respective number of shares of Common Stock (assuming conversion of any convertible securities held by such stockholders) that they held at the time the Company gives the notice specified in Section 2 or 3.

5.3 Registration Expenses. The Company hereby agrees to pay all Registration Expenses in connection with all registrations effected pursuant to this Agreement. The Company, however, shall not be required to pay for any expenses of a registration requested pursuant to Section 2 if the registration request is withdrawn at any time at the request of a Majority in Interest of the Registrable Shares (in which case all Holders requesting such withdrawal shall bear such expenses). However, if the requesting Holders have learned of information (other than information known to them at the time they made their request) that, in the good faith judgment of the requesting Holders, is reasonably likely to have a material adverse effect on the business or prospects of the Company, then the Holders shall not be required to pay any of such expenses in the case of a registration requested pursuant to Section 2.

5.4 Termination of Status as Registrable Shares. Registrable Shares will cease to be Registrable Shares and cease to have the rights accorded to such shares under this Agreement upon the earliest to occur of the following events: (x) such shares shall have been sold pursuant to an effective Registration Statement under the Securities Act or (y) such shares shall have been sold (or have become eligible for sale without limitation as to volume) pursuant to a transaction under Rule 144.

6. INDEMNIFICATION.

6.1 Company Indemnification. In the event of any registration of any of the Registrable Shares under the Securities Act pursuant to this Agreement, then to the extent permitted by law, the Company will indemnify and hold harmless each Selling Holder, its partners, directors and officers and each other Person, if any, who controls such Selling Holder within the meaning of the Securities Act or the Exchange Act (each such Person being a "Covered Person") against any losses, claims, damages or liabilities, joint or several, to which such Covered Person may become subject under the Securities Act, the Exchange Act, state securities laws or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (a) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement under which such

Registrable Shares were registered under the Securities Act, any preliminary or final prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement or (b) the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and the Company will reimburse such Covered Person for any legal or any other expenses reasonably incurred by such Covered Person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable to any Covered Person in any such case (x) to the extent that any such loss, claim, damage or liability arises out of or is based upon any untrue statement or omission made in such Registration Statement or prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to the Company, in writing, by or on behalf of such Covered Person specifically for use in the preparation thereof or (y) in the case of a sale directly by a Selling Holder (including a sale of such Registrable Shares through any underwriter retained by such Selling Holder engaging in a distribution solely on behalf of such Selling Holder), such untrue statement or omission was contained in a preliminary prospectus and corrected in a final or amended prospectus, and such Selling Holder failed to deliver a copy of the final or amended prospectus at or prior to the confirmation of the sale of the Registrable Shares to the person asserting any such loss, claim, damage or liability in any case in which such delivery is required by the Securities Act.

6.2 Seller Indemnification. In the event of any registration of any of the Registrable Shares under the Securities Act pursuant to this Agreement, then to the extent permitted by law, each Selling Holder will indemnify and hold harmless the Company, each of its directors and officers and each Person (other than such Selling Holder), if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities to which the Company, such directors and officers, or controlling person may become subject under the Securities Act, Exchange Act, state securities laws or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (a) any untrue statement of a material fact contained in any Registration Statement under which such Registrable Shares were registered under the Securities Act, any preliminary or final prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement or (b) the omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Selling Holder, specifically for use in connection with the preparation of such Registration Statement, prospectus, amendment or supplement; provided, however, that the obligations of such Selling Holder hereunder will be limited to an amount equal to the net proceeds to such Selling Holder (after deducting all underwriter's discounts and commissions and all other expenses paid by such Holder in connection with the registration in question) from the disposition of Registrable Shares pursuant to such registration.

6.3 Notice of Claims, etc. Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding involving a claim of the type referred to in the foregoing provisions of this Section 6, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party, give written notice to each such indemnifying party of the commencement of such action; provided, however, that the failure of any indemnified party to give such notice will not relieve such indemnifying party of its obligations under this

Section 6, except to the extent that such indemnifying party is materially prejudiced by such failure. In case any such action is brought against an indemnified party, each indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified, to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and (subject to the following sentence) after notice from an indemnifying party to such indemnified party of its election so to assume the defense thereof, such Indemnifying party will not be liable to such indemnified party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof. The indemnified party may participate in such defense at such party's expense; provided, however, that the indemnifying party will pay such expense if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between the indemnified party and any other party represented by such counsel in such proceeding; provided, further, that in no event will the indemnifying party be required to pay the expenses of more than one law firm as counsel for all indemnified parties pursuant to this sentence. If, within 30 days after receipt of the notice, such indemnifying party has not elected to assume the defense of the action, such indemnifying party will be responsible for any legal or other expenses reasonably incurred by such indemnified party in connection with the defense of the action, suit, investigation, inquiry or proceeding. An indemnifying party may, in the defense of any such claim or litigation, consent to the entry of a judgment or enter into a settlement without the consent of the indemnified party only if such judgment or settlement contains a general release of the indemnified party in respect of such claims or litigation.

6.4 Contribution. If the indemnification provided for in Sections 6.1 or 6.2 hereof is unavailable to a party that would have been an indemnified party under any such Section in respect of any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to therein, then each party that would have been an indemnifying party thereunder will, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) in such proportion as is appropriate to reflect the relative fault of such indemnifying party on the one hand and such indemnified party on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions or proceedings in respect thereof). The relative fault will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or such indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant to this Section 6.4 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the preceding sentence. The amount paid or payable by a contributing party as a result of the losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to in this Section 6.4 will include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

7. MISCELLANEOUS.

7.1 Reports under the Exchange Act. With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit such Holder to sell securities of the Company to the public without registration and with a view to making it possible for Holders to register the Registrable Shares pursuant to a registration statement on Form S-3, the Company agrees from the date hereof to use its Best Efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, so long as the Company remains subject to such requirements and the filing of such reports and other documents are required for the applicable provisions of Rule 144 to apply;

(c) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act and take such other actions as will permit Holders to use Form S-3 for the resale of their Registrable Shares; and

(d) furnish to any Holder forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, or as to its qualification as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies), and (ii) such information as may be reasonably requested in availing any Holder of any rule or regulation of the Commission that permits the selling of any such securities without registration or pursuant to such form.

7.2 Transfer of Rights. The rights to cause the Company to register Registrable Shares pursuant to Sections 2 and 3 may be assigned by any Holder to a Permitted Transferee (as defined below), and by such Permitted Transferee to a subsequent Permitted Transferee, but only if such rights are transferred to a Member or any of its successors after satisfaction of all of its obligations set forth in the Asset Purchase Agreement. Any transferee to whom rights under this Agreement are transferred will (x) as a condition to such transfer, deliver to the Company a written instrument by which such transferee agrees to be bound by the obligations imposed upon Holders under this Agreement to the same extent as if such transferee were a Holder under this Agreement and (y) be deemed to be a Holder hereunder. Any Person to whom rights under this Agreement are transferred in accordance with this Section 7.2 shall be a "**Permitted Transferee**."

7.3 Governing Law. This Agreement, the rights of the parties and all claims, actions, causes of action, suits, litigation, controversies, hearings, charges, complaints or proceedings arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7.4 Entire Agreement; Amendment and Waiver. This Agreement, together with any documents, instruments and certificates explicitly referred to herein, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, with respect thereto. Any term of this Agreement may be amended or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and a Majority in Interest of the Registrable Shares; *provided, however*, that any such amendment or waiver treats all Holders the same (without regard to any differences in effect that such amendment or waiver may have on the Holders due to the differing amounts of Registrable Shares held by such Holders). Any such amendment, termination or waiver will be binding on all Holders.

7.5 Notices. All notices, requests, demands, and other communications to be made under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (i) when personally delivered, (ii) upon receipt of a telephonic facsimile transmission with a confirmed telephonic transmission answer back, (iii) three (3) Business Days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or (iv) one (1) Business Day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the following addresses (or at such other address or number as is given in writing by any party to the other party) as follows:

If to Company to: Streamline Health Solutions, Inc.
10200 Alliance Road
Cincinnati, Ohio 45242
Attention: Stephen H. Murdock, SVP and CFO
Facsimile No.: (513) 672-2112
Email: steve.murdock@streamlinehealth.net

with a copy to: Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square
Suite 2300
Cleveland, Ohio 44114
Attention: John S. Gambaccini, Esq.
Facsimile No.: (216) 363-4588
Email: jgambaccini@beneschlaw.com

If to Interpoint: Interpoint Partners, LLC
c/o W. Ray Cross
P.O. Box 7083
Tifton, Georgia 31793
Facsimile No.: _____
Email: _____

with a copy to: Simpson Law and Mediation Service
1020 East College Avenue
Tifton, Georgia 31794
Attention: Ralph F. Simpson
Facsimile No.: (229) 388-8419
Email: rfs@simpsonmediation.com

7.6 Binding Effect; Assignment. This Agreement will be binding upon and inure to the benefit of the personal representatives, successors and permitted assigns of the respective parties hereto, including any Permitted Transferees.

7.7 Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the parties hereby waive such provision to the extent that it is found to be invalid or unenforceable. Such provision will, to the maximum extent allowable by law, be modified by such court so that it becomes enforceable, and, as modified, will be enforced as any other provision hereof, all the other provisions hereof continuing in full force and effect.

7.8 Headings. The headings contained in this Agreement are for convenience purposes only and will not in any way affect the meaning or interpretation hereof.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

[Signature Page to Follow]

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

COMPANY:

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Stephen H. Murdock
Name: Stephen H. Murdock
Title: SVP and CFO

 /s/ Matt Seefeld
KURT SEEFELD, executed by Matthew S.
Seefeld as agent and attorney in fact

 /s/ Matt Seefeld
PHILLIP SEEFELD, executed by Matthew S.
Seefeld as agent and attorney in fact

 /s/ Matt Seefeld
SUSAN SEEFELD, executed by Matthew S.
Seefeld as agent and attorney in fact

 /s/ Matt Seefeld
PEYTON MERONEY, executed by Matthew S.
Seefeld as agent and attorney in fact

 /s/ Matt Seefeld
E. DICE ROBERTS, executed by Matthew S.
Seefeld as agent and attorney in fact

 /s/ Matt Seefeld
LELAND DICE ROBERTS, executed by
Matthew S. Seefeld as agent and attorney in fact

Signature Page to Registration Rights Agreement

INTERPOINT:

INTERPOINT PARTNERS, LLC

By: /s/ Matt Seefeld
Name: Matt Seefeld
Title: CEO

MEMBERS:

 /s/ Matt Seefeld
MATTHEW S. SEEFELD, individually

 /s/ Matt Seefeld
JAMES SKRINSKA, executed by Matthew S.
Seefeld as agent and attorney in fact

 /s/ Matt Seefeld
CLAY HALE, executed by Matthew S.
Seefeld as agent and attorney in fact

 /s/ Matt Seefeld
JOHN SKRINSKA, executed by Matthew S.
Seefeld as agent and attorney in fact

 /s/ Matt Seefeld
MICHAEL ROBERTS, executed by Matthew S.
Seefeld as agent and attorney in fact

INTERPOINT INVESTMENT GROUP

By: /s/ Matt Seefeld
Name: Matthew S. Seefeld
Title: Agent and Attorney in Fact

SUBORDINATED CREDIT AGREEMENT

This **SUBORDINATED CREDIT AGREEMENT** dated as of December 7, 2011 (as amended, supplemented or modified, this "Agreement") is between **STREAMLINE HEALTH, INC.**, an Ohio corporation ("Borrower") and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender").

WHEREAS, Borrower has requested that Lender provide certain credit facilities and other extensions of credit; and

WHEREAS, subject to the terms and conditions hereof, Lender is willing to provide such credit facilities and other extensions of credit.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follow:

1. Credit Facilities.**1.1 Term Facility.**

(a) Term Loan. Subject to the terms and conditions hereof, on the Closing Date, upon request of the Borrower received not later than 11:00 a.m. (Eastern time), Lender hereby agrees to make a loan in a single advance (the "Term Loan") to Borrower, in an amount not to exceed Four Million One Hundred Twenty Thousand Dollars (\$4,120,000). Once repaid, any amounts advanced as the Term Loan may not be reborrowed. The Term Loan will be evidenced by the promissory note of Borrower of even date herewith and all amendments, extensions and renewals thereto and restatements and replacements thereof ("Term Note"). The proceeds of the Term Loan will be used on the Closing Date to repay current Indebtedness as set forth on Schedule 3.16, to consummate the Acquisition (including to pay fees and expenses associated therewith) and for working capital and other general business purposes. The Lender's commitment to make the Term Loan shall expire at 5:00 PM Eastern time on the Closing Date

(b) Payments and Prepayments.

(i) The entire unpaid principal amount of the Term Loan, together with accrued and unpaid interest thereon, will be due and payable on December 7, 2013. Except as specifically set forth in this Section 1.1(b), the Term Loan shall not be prepaid in whole or in part.

(ii) Not later than three Business Days following the receipt of any Net Cash Proceeds of any Asset Sale by Borrower or any other Credit Party, Borrower shall prepay the Term Loan in an amount equal to 100% of such Net Cash Proceeds; *provided* that no such prepayment shall be required under this Section 1.2(b) (ii) with respect to (A) any Asset Sale permitted by Section 5.14(a) or (B) in the case of Asset Sales referred to in clause (a) of the definition thereof, Asset Sales for fair market value resulting in no more than \$100,000 in Net Cash Proceeds per Asset Sale (or series of related Asset Sales) and no more than \$250,000 in Net Cash Proceeds in any fiscal year or (B) in the case of Asset Sales referred to in clause (b) of the definition thereof, Asset Sales for fair market value resulting in no more than \$1,000,000 in Net Cash Proceeds in the aggregate while the Loans are outstanding. No such prepayment will

change the due date of the principal payment otherwise required by this Agreement. Notwithstanding the foregoing, upon written notice to Lender delivered not more than two Business Days following receipt of any Net Cash Proceeds, such proceeds may be retained by the Credit Parties (and be excluded from the prepayment requirements of this clause) if (1) the Borrower informs Lender in such notice of its good faith intention to apply (or one or more of the other Credit Party's good faith intention to apply) such Net Cash Proceeds to the acquisition of other assets or properties used or useful in the business of the Credit Parties and (2) such amount is actually expended within 180 days following the receipt of such Net Cash Proceeds to such acquisition. The amount of such Net Cash Proceeds unused after such applicable period shall be applied to prepay the Loans as set forth above.

(iii) So long as no Default or Event of Default has occurred and is continuing or would result from any prepayment pursuant to this Section 1.2(b)(iii), the Borrower may prepay the Term Loan in whole or in part at any time without premium or penalty on not less than three (3) Business Days prior notice; provided, however, that any such prepayments shall be in an amount not less than \$100,000 and integral multiples of \$100,000 in excess thereof. Any such prepayment will not change the due dates or amounts of the payments required by the Term Note or any other payments required by this Agreement.

(iv) Once repaid or prepaid, the Term Loan may not be reborrowed.

(v) Simultaneous with the payment in full of the Senior Indebtedness and the termination of all commitments to lend under the Senior Credit Agreement, the Borrower shall pay the entire principal amount of the Term Loan together with all accrued and unpaid interest thereon and all other Obligations.

1.2 Interest.

(a) The principal balance of the Term Loan outstanding hereunder will bear interest from the date of the first advance until paid at a fixed rate of twelve percent (12.0%) per annum. Accrued and unpaid interest on the Term Loan shall be due and payable monthly commencing January 1, 2012 and continuing on the first (1st) day of each calendar month thereafter during the term hereof.

(b) Interest will be calculated based on a 360-day year and charged for the actual number of days elapsed. Any Obligation not paid when due, whether by acceleration or otherwise, will bear interest (computed and adjusted in the same manner, and with the same effect, as interest hereon prior to maturity) payable on demand, at a rate per annum equal to the Default Rate, until paid, and whether before or after the entry of judgment hereon.

1.3 Additional Terms Applicable to Loans.

(a) **Commitment Fee.** Upon execution and delivery of this Agreement, Borrower shall pay to Lender a fully earned commitment fee of One Hundred Twenty Thousand Dollars (\$120,000).

(b) **Success Fee.** On the earlier of (a) the date on which the entire principal amount of the Loan becomes due and payable whether as a result of acceleration or otherwise and (b) without waiving any requirement of Section 5.10, the date on which the Parent, the Borrower or any of their respective Subsidiaries merge or consolidate with or into any Person or acquire all or substantially all of the assets of any Person, the Borrower shall pay to the Lender the Success Fee.

(c) **Payment of Fees.** All fees, once paid, shall not be refundable in whole or in part.

(d) **Payments Time and Place.** All payments of principal and interest made by Borrower shall be made no later than Noon (Eastern Time), on the Business Day such payments are due. All amounts paid after such time will be credited on the following date. All payments to be made by Borrower will be made without setoff, deduction, offset, recoupment or counterclaim in immediately available funds and in the lawful currency of the United States of America. If any amount is due on a day which is not a Business Day, such amount shall be due on the immediately succeeding Business Day with additional interest payable for such extension period.

1.4 Additional Costs.

(a) **Taxes, Reserve Requirements, etc.** In the event that any applicable law, treaty, rule or regulation (whether domestic or foreign) now or hereafter in effect and whether or not presently applicable to Lender, or any interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof, or compliance by Lender with any guideline, request or directive of any such authority (whether or not having the force of law), will: (a) affect the basis of taxation of payments to Lender of any amounts payable by Borrower under this Agreement (other than taxes imposed on the overall net income of Lender, by the jurisdiction, or by any political subdivision or taxing authority of any such jurisdiction, in which Lender has its principal office), (b) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by Lender, (c) impose any other condition with respect to this Agreement, any Note executed in connection with this Agreement or any of the other Loan Documents, and the result of any of the foregoing is to increase the cost of making, funding or maintaining any such Note or to reduce the amount of any sum receivable by Lender thereon, or impose on Lender any documentary, stamp or similar tax arising out of or relating to the execution and delivery of this Agreement or any other Loan Document, then Borrower will pay to Lender from time to time, upon request by Lender, additional amounts sufficient to compensate Lender for such increased cost or reduced sum receivable.

(b) Capital Adequacy. If either: (a) the introduction of, or any change in, or in the interpretation of, any United States or foreign law, rule or regulation or (b) compliance with any directive, guidelines or request from any central bank or other United States or foreign governmental authority (whether or not having the force of law) promulgated, made, or that becomes effective (in whole or in part) after the date hereof affects or would affect the amount of capital required or expected to be maintained by Lender or any corporation directly or indirectly owning or controlling Lender and Lender determines that such introduction, change or compliance has or would have the effect of reducing the rate of return on Lender capital or on the capital of such owning or controlling corporation as a consequence of its obligations hereunder or under any Note or any commitment to lend thereunder to a level below that which Lender or such owning or controlling corporation could have achieved but for such introduction, change or compliance (after taking into account Lender's policies or the policies of such owning or controlling corporation, as the case may be, regarding capital adequacy) by an amount deemed by Lender (in its sole discretion) to be material, then, from time to time, Borrower will pay to Lender such additional amount or amounts as will compensate Lender for such reduction.

(c) Certificate of Lender. A certificate of Lender setting forth such amount or amounts as will be necessary to compensate Lender as specified above and the basis therefor will be delivered to Borrower and will be conclusive absent manifest error. Borrower will pay Lender the amount shown as due on any such certificate within ten (10) Business Days following demand. Failure on the part of Lender to deliver any such certificate will not constitute a waiver of Lender's rights to demand compensation for any particular period or any future period. The protection of this Section will be available to Lender regardless of any possible contention of invalidity or inapplicability of the law, rule or regulation, that results in the claim for compensation under this Section.

1.5 Automated Payments. Payments due from the Borrower shall be initiated by Lender in accordance with the terms of this Agreement and the Note from Borrower's account through BillPayer 2000®. Borrower hereby authorizes Lender to initiate such payments from the account specified on Schedule 1.5 hereto or any other account maintained by the Borrower at the Lender. Borrower acknowledges and agrees that use of BillPayer 2000® shall be governed by the BillPayer 2000® Terms and Conditions, a copy of which Borrower acknowledges receipt. Borrower further acknowledges and agrees to maintain payments hereunder through BillPayer 2000® throughout the term of this Agreement. Each payment hereunder shall be applied first to advanced costs, charges and fees, then to accrued interest, then to principal and then to any other Obligation which is due and payable.

2. Collateral. The Collateral for the repayment of the Obligations will be that granted pursuant to the Security Documents.

3. Representations and Warranties. To induce Lender to enter into this Agreement and to make the advances herein contemplated, Borrower hereby represents and warrants as follows, on the Closing Date (both before and after giving effect to the Acquisition) and on the date that the Loan is made:

3.1 Organization. Each Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, is duly qualified in all jurisdictions where required by the conduct of its business or ownership of its assets, except where the failure to so qualify would not have a Material Adverse Effect and has the power and authority to own and operate its assets and to conduct its business as is now done.

3.2 Latest Financials. The Current Financial Statements as delivered to Lender are true, complete and accurate in all material respects and fairly present Borrower's financial condition, assets and liabilities, whether accrued, absolute, contingent or otherwise and the results of its operations for the periods specified therein. The financial statements included in the Current Financial Statements have been prepared in accordance with GAAP (except as disclosed therein and, except, with respect to unaudited financial statements, for the absence of footnotes, and subject to normal year end adjustments) applied consistently with preceding periods.

3.3 Recent Adverse Changes. Since December 31, 2010, no Company has suffered any Material Adverse Effect and no Company has knowledge of any event or condition which could reasonably be expected to have a Material Adverse Effect.

3.4 Recent Actions. Other than the transactions contemplated by the Acquisition Documents and the Loan Documents, since December 31, 2010, each Company's business has been conducted in the ordinary course and no Company has: (a) incurred any obligations or liabilities, whether accrued, absolute, contingent or otherwise, other than liabilities incurred and obligations under contracts entered into in the ordinary course of business and other than liabilities to Lender, (b) discharged or satisfied any lien or encumbrance or paid any obligations, absolute or contingent, other than current liabilities, in the ordinary course of business, (c) mortgaged, pledged or subjected to lien or any other encumbrance any of its assets, tangible or intangible (other than Permitted Liens), or cancelled any debts or claims except in the ordinary course of business, or (d) made any loans or otherwise conducted its business other than in the ordinary course.

3.5 Title. Except as set forth on Schedule 3.5, each Company has good and valid title to its assets reflected on the most recent balance sheet included in the Current Financial Statements, free and clear from all liens and encumbrances of any kind, except for the Permitted Liens.

3.6 Litigation. Except as set forth on Schedule 3.6, there are no suits or proceedings pending or to the knowledge of any Company threatened against or affecting any Company, and no proceedings before any governmental agency or authority are pending or threatened against any Company.

3.7 Business. No Company is a party to or subject to any agreement or restriction that may have a Material Adverse Effect on such Company. Each Company has all licenses, permits, government authorizations, franchises, patents, trademarks, copyrights and other rights (collectively, the "Rights") necessary to conduct its business, and all are in full force and effect and are not in known conflict with the rights of others except where the failure to have such Rights could not reasonably be expected to have a Material Adverse Effect.

3.8 Laws and Taxes. Each Company is in compliance with all laws, regulations, rulings, orders, injunctions, decrees, conditions or other requirements applicable to or imposed upon such Company by any law or by any governmental authority, court or agency except where non-compliance would not have a Material Adverse Effect. To the knowledge of the Borrower, each Company has filed all required tax returns and reports that are now required to be filed by it in connection with any federal, state and local tax, duty or charge levied, assessed or imposed upon such Company or its assets, including unemployment, social security, and real estate taxes. To the knowledge of the Borrower, each Company has paid all taxes which are now past due and payable other than any taxes which are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP. No taxing authority has asserted or assessed any additional tax liabilities against a Company which are past due, and no Company has filed for any extension of time for the payment of any tax or the filing of any tax return or report.

3.9 Authority. Each Company has full power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party, including entering into the transactions provided for in this Agreement and granting the Liens contemplated by the Loan Documents. The Loan Documents to be executed by each Company, when executed and delivered by such Company, will constitute the legal, valid and binding obligations of such Company enforceable in accordance with their respective terms except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws in effect from time to time affecting the rights of creditors generally and except as such enforceability may be subject to general principles of equity.

3.10 Other Defaults. There does not now exist and, after giving effect to the transactions contemplated hereby, there will not exist, any default or violation by any Company of or under any of the terms, conditions or obligations of: (a) such Company's Articles or Certificate of Incorporation, Certificate of Formation, by-laws, code of regulations, operating agreement or similar constitutional documents; (b) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which such Company is a party or by which such Company is bound; or (c) any law, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon such Company by any law or by any governmental authority, court or agency which, in the case of clause (b) or (c) could reasonably be expected to have a Material Adverse Effect.

3.11 Ownership of Borrower and Subsidiaries. Parent owns all of the issued and outstanding Capital Stock of the Borrower. Except as listed on Schedule 3.11, none of Parent, Borrower or any of their respective Subsidiaries has other Subsidiaries or is a party to any partnership agreement or joint venture agreement. Neither the Borrower nor any of its Subsidiaries has any outstanding options, warrants or contracts to issue additional membership interests or other equity interests of any kind except as set forth on Schedule 3.11.

3.12 ERISA. No “employee welfare benefit” or “employee pension benefit” plans (as defined in Section 3(1) and 3(2), respectively, of ERISA) established or maintained by any Company or its ERISA Affiliates (collectively, the “Plans”), or to which any Company or an ERISA Affiliate contributes, had an accumulated funding deficiency (as such term is defined in Section 302 of ERISA) as of the last day of the most recent fiscal year of such Plan ended prior to the date hereof, and no liability to the Pension Benefit Guaranty Corporation has been, or is expected by such person to be, incurred with respect to any such Plan. As to each Plan which is a defined benefit plan within the meaning of Section 3(35) of ERISA, the value of the assets thereof as of the last day of the most recent Plan fiscal year, as determined by such Plan’s independent actuaries, exceeds the present value, as determined by such actuaries, as of such date of the benefits under such Plan. None of the Plans is a multi-employer plan within the meaning of Section 3(37) of ERISA, and each Company and its ERISA Affiliates have not terminated or withdrawn from or are aware of any withdrawal liability (as defined in Section 4201 of ERISA) assessed against any Company or its ERISA Affiliates with respect to, any defined benefit plan or multi-employer plan in which employees of any such person have participated. The Plans have been administered in compliance with their terms and with all filing, reporting, disclosure and other requirements of ERISA, in each case, in all material respects. Each Plan (together with its related funding instrument) which is an employee pension benefit plan is, or upon establishment by any Company, will satisfy the qualification requirements under Section 401 of the Internal Revenue Code 1986 (the “Code”) and the regulations issued thereunder in all material respects, and each such Plan (and its related funding instrument) have been or, upon establishment by any Company, will have been the subject of a favorable determination letter issued by the Internal Revenue Service holding that such Plan and funding instrument are so qualified or a favorable opinion letter issued by the Internal Revenue Service if the Plan is operated pursuant to a prototype document. No Company or any of its ERISA Affiliates or any of their respective employees or directors, or any Plan fiduciary of any of the Plans, has engaged in any transaction, including the execution and delivery of this Agreement and the Loan Documents, in violation of Section 406(a) or (b) of ERISA or any “prohibited transaction” (as defined in Section 4975(c)(1) of the Code) for which no exemption exists under Section 408(b) of ERISA or Section 4975(d) of the Code or for which no administrative exemption has been granted under Section 408(a) of ERISA, and no “reportable event” (as defined in Section 4043 of ERISA and the government regulations issued thereunder) has occurred in connection with any Plan. No matter is pending relating to any Plan before any court or governmental agency.

3.13 Regulation U. No part of the proceeds of any Loan will be used to purchase or carry any margin stock (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System).

3.14 Real Property. Schedule 3.14 sets forth a true and complete list of all real property owned, leased or otherwise occupied by each Company (the “Property”) and the interest of such Company in such Property. In the case of leased property, the name and address of the landlord or lessor is set forth on Schedule 3.14.

3.15 Environmental Matters.

(a) Each Property and the activities or operations of each Company on the Property are in compliance in all material respects with all applicable federal, state and local, statutes, laws, regulations, ordinances, policies and orders relating to regulation of the environment, health or safety, or contamination or cleanup of the environment (collectively “Environmental Laws”).

(b) Each Company has obtained all material approvals, permits, licenses, certificates, or satisfactory clearances from all governmental authorities required under Environmental Laws with respect to the Property and any activities or operations at the Property.

(c) To the knowledge of each Company, there have not been and are not now any solid waste, hazardous waste, hazardous or toxic substances, pollutants, contaminants, or petroleum (collectively, “Hazardous Substances”) in, on, under or about the Property in violation of Environmental Laws. The use which each Company makes and intends to make of the Property will not result in the deposit or other release of any Hazardous Substances in violation of Environmental Laws.

(d) There have been no complaints, citations, claims, notices, information requests, orders or directives on environmental grounds or under Environmental Laws (collectively “Environmental Claims”) made or delivered to, pending or served on any Company or of which any Company is aware or should be aware (i) issued by any governmental department or agency having jurisdiction over the Property or the activities or operations at the Property, or (ii) issued or claimed by any third party relating to the Property or the activities or operations at the Property.

(e) To the knowledge of each Company, no asbestos-containing materials are installed, used, or incorporated into the Property, and no asbestos-containing materials have been disposed of on the Property.

(f) To the knowledge of each Company, no polychlorinated biphenyls (“PCBs”) are located at, on or in the Property in the form of electrical equipment or devices, including, transformers, capacitors, fluorescent light fixtures with ballasts, cooling oils or any other device or form.

(g) Each Company has provided Lender with copies of all environmental reports, audits and studies prepared within the last five years known to such Company and accessible to such Company, whether in such Company’s possession or otherwise, regarding the Property.

3.16 Indebtedness. Schedule 3.16 sets forth a true and correct list of all Indebtedness of each Company outstanding on the Closing Date both before and after giving effect to the Acquisition and the other transactions contemplated hereby.

3.17 Labor Matters. There are no material strikes or other material labor disputes against any Company pending or, to its knowledge, threatened. The hours worked and payment made to each Company's employees in all material respects have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters. All payments due from each Company, or for which any claim may be made against such Company, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on its books. No Company is party to or bound by any collective bargaining agreement and no union represents or purports to represent all or any portion of the employees of any Company.

3.18 Solvency. After giving effect to the Acquisition and the making of the Loan, the Borrower (on a consolidated basis with each of its Subsidiaries) is Solvent.

3.19 Accuracy of Reports. All written information which has been furnished to Lender including, without limitation, the Perfection Certificate, was complete, accurate and correct in all material respects when furnished, and all information which may be furnished to Lender in the future, including any subsequent Perfection Certificate, will be complete, accurate and correct in all material respects when furnished. No written information, report, financial statement (other than projections), certificate, exhibit or schedule furnished by or on behalf of any Company delivered in connection with the negotiation of the Loan Documents or delivered pursuant to any requirement of the Loan Documents contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein not misleading and all projections provided by Borrower or any other Company are based on good faith estimates and assumptions believed by Borrower to be reasonable as of the date thereof.

3.20 Acquisition. The Borrower has delivered to Lender complete and correct copies of the Acquisition Agreement and each of the other documents and agreements executed in connection therewith (collectively, the "Acquisition Documents"), including all schedules and exhibits thereto. The Acquisition Documents set forth the entire agreement and understanding of the Borrower and the parties thereto relating to the subject matter thereof, and there are no other agreements, arrangements or understandings, written or oral, relating to the matters covered thereby. Borrower has the power, and has taken all necessary action (including, any necessary member or comparable owner action) to authorize it, to execute, deliver and perform in accordance with their respective terms the Acquisition Documents to which it is a party. Each of the Acquisition Documents has been duly executed and delivered by Borrower and, to Borrower's knowledge, each of the other parties thereto and is a legal, valid and binding obligation of Borrower and to Borrower's knowledge, such other parties, enforceable against Borrower and to Borrower's knowledge, such other parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance of the Acquisition Documents in accordance with their respective terms does not and will not require any governmental approval or any other consent or approval, other than governmental approvals and other consents and approvals that have been obtained. All conditions precedent to the Acquisition pursuant to the Acquisition Agreement

have been fulfilled in all material respects and, as of the Closing Date, the Acquisition Agreement has not been amended or otherwise modified and there has been no breach by the Borrower or, to Borrower's knowledge, any other party thereto, of any term or condition of the Acquisition Documents. Upon consummation of the transactions contemplated by the Acquisition Documents to be consummated at the closing thereunder, the Borrower shall acquire good and legal title to the assets being transferred pursuant to the Acquisition Agreement

4. Affirmative Covenants. From the date of execution of this Agreement until all Obligations to Lender have been fully paid, Borrower shall and shall cause each other Company to:

4.1 Books, Records and Access to the Collateral. Maintain proper books of account and other records and enter therein complete and accurate entries and records of all of its transactions. The Borrower shall and shall cause each other Company to, upon reasonable notice and during normal business hours, (a) give Lender reasonable access to the Collateral for the purposes of examining the Collateral and verifying its existence, (b) make available to Lender for examination copies of any reports, statements or returns which such Company may make to or file with any governmental department, bureau or agency, federal or state; provided that Lender shall be deemed to have received all publicly available documents filed by Parent with the Securities and Exchange Commission without the need to separately provide such documents to Lender and (c) be available to Lender, or cause its officers, members, managers, or general partners, as applicable, to be available from time to time upon reasonable notice and during normal business hours to discuss the status of the Loan, its business and any statements, records or documents furnished or made available to Lender in connection with this Agreement.

4.2 Monthly Statements. Furnish to Lender within thirty (30) days after the end of each calendar month, commencing with the month ending November 30, 2011, internally prepared financial statements with respect to such calendar month, which financial statements will: (a) be certified as true and correct by the president or chief financial officer of the Borrower, (b) include a balance sheet as of the end of such period, profit and loss and surplus statements for such period and a statement of cash flows for such period, and (c) be on a consolidated basis for Parent, Borrower and its Subsidiaries.

4.3 Annual Statements. Furnish to Lender within one hundred and twenty (120) days after the end of each fiscal year of Parent, Borrower and its Subsidiaries commencing with the fiscal year ending January 31, 2012, audited financial statements of Parent, Borrower and its Subsidiaries which will (a) include a balance sheet as of the end of such year, profit and loss and surplus statements and a statement of cash flows for such year, (b) be on a consolidated basis for Parent, Borrower and its Subsidiaries, and (c) contain the unqualified opinion (which shall not include any statement as to "going-concern") of an independent certified public accountant acceptable to Lender and its examination will have been made in accordance with generally accepted auditing standards and such opinion will contain a report reasonably satisfactory to Lender of any inconsistency in the application of GAAP with the preceding years' statements, if any.

4.4 Quarterly Compliance Statement. Furnish to Lender with the financial statements referred to in Section 4.2 for the periods ending on each January 31, April 30, July 31 and October 31, commencing with the period ending January 31, 2012, a Compliance Statement in the form of Exhibit A attached hereto, with respect to such calendar quarter, as applicable, which will be in reasonable detail satisfactory to Lender.

4.5 [Intentionally Omitted].

4.6 Projections; Perfection Certificate. Furnish to Lender not later than forty-five (45) days after the end of each fiscal year, projected balance sheets and income statements for the Borrower and its Subsidiaries on a consolidated basis for the subsequent fiscal year together with a narrative business plan relating thereto. Simultaneously with the delivery of the financial statements described in Section 4.3, the Borrower shall, and shall cause each of the other Credit Parties to, deliver a Perfection Certificate updated to reflect all changes in the information set forth therein as of the date of such financial statements.

4.7 Minimum Availability. The Borrower shall maintain Availability equal to or in excess of Minimum Availability at all times.

4.8 Taxes. Pay when due all taxes, assessments and other governmental charges imposed upon it or its assets, franchises, business, income or profits before any penalty or interest accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums which by law if left unpaid would give rise to a Lien upon any of its assets, provided that (unless any item or property would be lost, forfeited or materially damaged as a result thereof) no such charge or claim need be paid if it is being diligently contested in good faith, and if there is established an adequate reserve or other appropriate provision required by GAAP.

4.9 Operations. Continue its business operations in substantially the same manner as at present, except where such operations are rendered impossible by a fire, strike or other events beyond its control; keep its real and personal properties in good operating condition and repair ordinary wear and tear excepted; make all necessary and proper repairs, renewals, replacements, additions and improvements thereto and comply with the provisions of all leases to which each Company is party or under which each Company occupies or holds real or personal property so as to prevent any loss or forfeiture thereof or thereunder.

4.10 Licenses. Maintain in full force and effect all licenses, permits, franchises, governmental authorizations, patents, trademarks, copyrights or other rights necessary for the ownership of its properties and the conduct of its business except where the failure to maintain the foregoing could not reasonably be expected to have a Material Adverse Effect.

4.11 Insurance. At its own cost, obtain and maintain insurance against (a) loss, destruction or damage to its properties and business of the kinds and in the amounts customarily insured against by companies engaged in the same or similar business as the applicable Company in similar geographic areas and, in any event, sufficient in Lender's reasonable judgment to adequately

protect Lender's interest in the Collateral, and (b) insurance against public liability and third party property damage of the kinds and in the amounts customarily insured against by businesses engaged in the same or similar business as the applicable Company in similar geographic areas. All such policies will (i) be issued by financially sound and reputable insurers, (ii) name Lender as an additional insured with respect to liability insurance and, where applicable, as loss payee under a Lender loss payable endorsement reasonably satisfactory to Lender, and (iii) will provide for thirty (30) days written notice to Lender before such policy is altered or canceled, except for ten (10) days notice of cancellation for non-payment. All of the insurance policies required hereby will be evidenced by one or more Certificates of Insurance delivered to Lender by Borrower on the Closing Date and at such other times as Lender may reasonably request from time to time.

4.12 Compliance with Laws. Except where non-compliance could not be reasonably expected to have a Material Adverse Effect, comply with all federal, state and local laws, regulations and orders applicable to each Company or its assets, including all Environmental Laws, and will promptly, and in any event within five Business Days, notify Lender of any violation of any law, regulation or order where such violation could reasonably be expected to have a material adverse effect on the condition of any Company financial or otherwise.

4.13 Environmental Violations.

(a) In the event that any Hazardous Substances are released (as that term is defined under Environmental Laws) at or from the Property, or are otherwise found to be in, on, under, about or migrating to or from the Property in violation of Environmental Laws or in excess of cleanup levels established under Environmental Laws, promptly, and in any event with five Business Days of any Company gaining knowledge of such release or other presence, notify Lender in writing and will promptly commence such action as may be appropriate or required by any Company with respect to such conditions, including, but not limited to, investigation, removal and cleanup thereof, and deposit with Lender cash collateral, letter of credit, bond or other assurance of performance in form, substance and amount reasonably acceptable to Lender to cover the cost of such action. Upon written request, Borrower will provide Lender with updates on the status of each Company's actions to resolve or otherwise address such conditions, until such time as such conditions are fully resolved to the satisfaction of Lender, as determined by Lender in the exercise of its reasonable discretion.

(b) In the event any Company receives notice of an Environmental Claim from any governmental agency or other third party alleging a violation of or liability under Environmental Laws with respect to the Property or such Company's activities or operations at the Property, promptly, and any event within five Business Days, notify Lender in writing and will commence such action as may be appropriate or required with respect to such Environmental Claim. Upon request, Borrower will provide Lender with updates on the status of each Company's actions to resolve or otherwise address such Environmental Claim, until such claim has been fully resolved to the satisfaction of Lender, as determined by Lender in the exercise of its reasonable discretion.

4.14 Acquisition of Assets. Other than any property subject to a Lien described in clause (e) of the definition of Permitted Lien, not acquire any assets, real or personal, unless such

assets are automatically covered by the existing Security Documents or within ten days of such acquisition, the applicable Credit Party delivers to Lender a mortgage, pledge or security agreement to encumber such asset in favor of Lender.

4.15 Accounts. Maintain all deposit accounts at Lender, and maintain Lender as the sole bank of account of Parent, Borrower and their Subsidiaries; provided, however, that for a period of not more than sixty (60) days after the Closing Date, Acquisition Sub. may maintain a deposit account with Ameris Bank so long as any amounts credited to such account in excess of \$50,000 are promptly and, in any event, within one Business Day transferred to an account of a Company maintained with Lender.

4.16 ERISA Compliance. Comply in all material respects with the applicable provisions of ERISA and furnish to Lender: (i) as soon as possible, and in any event within 30 days after any officer, member, manager, or general partner, as applicable, of any Company or any ERISA Affiliate knows or has reason to know that any Reportable Event has occurred that alone or together with any other Reportable Event could reasonably be expected to result in liability of any Company to the PBGC in an aggregate amount exceeding \$25,000, a statement of a financial officer setting forth details as to such Reportable Event and the action that such Company proposes to take with respect thereto, together with a copy of the notice of such Reportable Event, if any, given to the PBGC, (ii) promptly after receipt thereof, a copy of any notice any Company or any ERISA Affiliate may receive from the PBGC relating to the intention of the PBGC to terminate any Plan or Plans (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) or to appoint a trustee to administer any such Plan, (iii) within 10 days after the due date for filing with the PBGC pursuant to Section 412(n) of the Code of a notice of failure to make a required installment or other payment with respect to a Plan, a statement of its financial officer setting forth details as to such failure and the action that such Company proposes to take with respect thereto together with a copy of any such notice given to the PBGC and (iv) promptly and in any event within 30 days after receipt thereof by any Company or any ERISA Affiliate from the sponsor of a Multiemployer Plan, a copy of each notice received by any Company or any ERISA Affiliate concerning (A) the imposition of Withdrawal Liability in an amount exceeding \$25,000, or (B) a determination that a Multiemployer Plan is, or is expected to be, terminated or in reorganization, both within the meaning of Title IV of ERISA, and which, in each case, is expected to result in an increase in annual contributions of any Company or an ERISA Affiliate to such Multiemployer Plan in an amount exceeding \$25,000.

4.17 Certain Notices. Notify Lender in writing within three Business Days after any Company has knowledge of (a) the occurrence of any Default or Event of Default, (b) the commencement of any litigation, investigation or proceeding which may exist at any time between any Company and any Person, including, without limitation, any governmental agency or authority, other than collection actions in the ordinary course to collect Accounts owed to a Company in amounts with respect to any single customer not to exceed \$25,000 and, in the aggregate at anytime, not exceeding \$100,000, and (c) any development that is reasonably expected to have a Material Adverse Effect.

4.18 Business Opportunities. Not divert any of its material business or opportunities to any other business entity in which any Company or its Affiliates may hold a direct or indirect interest.

5. Negative Covenants. From the date of execution of this Agreement until all Obligations to Lender have been fully paid, Borrower shall not, and shall not permit any other Company to:

5.1 Debt. Incur, or permit to exist, any Indebtedness other than: (a) the Loan and any subsequent Indebtedness to Lender; (b) the Senior Indebtedness, (c) so long as the Seller Subordination Agreement is in full force and effect, the Seller Indebtedness, (d) open account obligations incurred in the ordinary course of business having maturities of less than 90 days, (e) equipment leases and Indebtedness related to “purchase money security interest” purchases not to exceed \$100,000 outstanding at any time which, if secured, are secured solely by the asset financed with such Indebtedness, (f) Indebtedness arising under leases of the Property and (g) subject to Section 5.9, Indebtedness consisting of intercompany loans and advances made by and among the Credit Parties, provided that each such Credit Party shall have executed and delivered to each other Credit Party, on the Closing Date, a demand note (collectively, the “Intercompany Notes”) to evidence any such intercompany Indebtedness owing at any time by such Credit Party to each other Credit Party which Intercompany Notes shall be in form and substance reasonably satisfactory to Lender and shall be pledged and delivered to Lender pursuant to Security Agreement as additional collateral security for the Obligations.

5.2 Liens. Incur, create, assume, become or be liable in any way, or suffer to exist any Lien on any of its assets, now or hereafter owned, other than Permitted Liens.

5.3 Minimum Adjusted EBITDA. Permit Adjusted EBITDA as of the end of any fiscal quarter to be less than the amount set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis (except as otherwise provided in the definition of Adjusted EBITDA):

<u>Four Quarters Ending</u>	<u>Amount</u>
January 31, 2012 and each April 30, July 31, October 31, and January 31 thereafter	\$3,500,000

5.4 Fixed Charge Coverage Ratio. Permit its Fixed Charge Coverage Ratio for the fiscal quarter ending January 31, 2012 and each April 30, July 31, October 31, and January 31 thereafter to be less than 1.50:1 calculated quarterly for the period from October 31, 2011 to the date of measurement for the quarters ending January 31, 2012, April 30, 2012 and July 31, 2012 and on a trailing four (4) quarter basis thereafter.

5.5 Funded Debt to Adjusted EBITDA. Permit its ratio of Funded Debt (on a consolidated basis for Parent, Borrower and its Subsidiaries) to Adjusted EBITDA as of the end of any fiscal quarter to exceed the ratio set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis (except as otherwise provided in the definition of Adjusted EBITDA):

January 31, 2012 and each April 30,
July 31, October 31, and January 31
thereafter

1.75:1

5.6 Ownership and Management. Permit (a) a Change of Control to occur, (b) Parent to own less than all of the issued and outstanding Capital Stock of Borrower or (c) permit any Person other than the Borrower or another Credit Party to own any of the issued and outstanding capital stock of any Subsidiary.

5.7 Dividends. Declare or pay any Restricted Payment in respect of its Capital Stock; provided, however, that any Subsidiary of Borrower may make dividends or distributions to the Borrower.

5.8 Redemptions; Amendments. (a) Purchase, retire, redeem or otherwise acquire for value, directly or indirectly, shares of its Capital Stock, membership units, or partnership interests, now or hereafter outstanding or prepay any Indebtedness other than the Obligations (to the extent permitted hereunder) or (b) pay in cash any portion of the Seller Indebtedness directly or indirectly or pay in cash any portion of the Earnout Consideration (as defined in the Asset Purchase Agreement).

5.9 Investments. Except as set forth on Schedule 3.11, purchase or hold beneficially any stock, other securities or evidences of indebtedness of, or make any investment or acquire any interest whatsoever in, any other Person other than (a) the Acquisition, (b) investments in any Credit Party, (c) investments permitted by Section 5.13 and (d) short term investments of excess working capital invested in certificates of deposit or time deposits of the Lender.

5.10 Merger, Acquisition or Sale of Assets. Merge or consolidate with or into any other Person or acquire all or substantially all the assets of any Person, except (a) the Acquisition, (b) any consolidation or merger among Credit Parties; provided that to the extent that the Borrower is involved in such consolidation or merger, the Borrower is the surviving entity and (c) transactions described in Section 5.12.

5.11 Advances and Loans. Except as otherwise permitted by this Agreement, lend money, give credit or make advances (other than advances not to exceed \$25,000 for any one employee and \$100,000 in the aggregate outstanding at any time and other reasonable and ordinary advances to cover reasonable expenses of employees, such as travel expenses) to any Person, including, without limitation, Affiliates.

5.12 Subsidiaries. Acquire any Subsidiaries, create any Subsidiaries, or enter into any partnership or joint venture agreements; provided, however, that (a) the Borrower may create one or more Subsidiaries from time to time so long as Borrower owns all of the issued and

outstanding Capital Stock of such Subsidiary at the time of the creation of such Subsidiary (and executes or amends and supplements the Pledge Agreement to provide for the grant and perfection of a security interest in such Capital Stock in favor of Lender), and such Subsidiary executes and delivers a Guaranty of the Obligations and a Security Agreement pledging its assets and properties as security for the Obligations, in each case, in form and substance reasonably acceptable to the Lender and (b) the Borrower may enter into partnership or joint venture agreement so long as (i) at the time of the execution of such partnership or joint venture agreement, the Borrower pledges its interest in the partnership or joint venture and (ii) the aggregate fair market value of all cash or other property invested in all such partnership or joint venture does not exceed \$50,000 (net of cash returns on such partnership or joint venture).

5.13 Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate unless such transaction is on fair and reasonable terms no less favorable to such Company than such Company would obtain in a comparable arm's length transaction with a non-Affiliate.

5.14 Asset Sales. Effect any Asset Sale, or agree to effect any Asset Sale, except that the following shall be permitted:

(a) disposition of used, worn out, obsolete or surplus property by any Company in the ordinary course of business or property exchanged for like property;

(b) Asset Sales; *provided* that the aggregate consideration received in respect of all other Asset Sales pursuant to this clause (b) shall not exceed \$250,000 in any four consecutive fiscal quarters of Borrower and the Net Cash Proceeds of such Asset Sales are applied in accordance with Section 1.1(b)(ii); and

(c) Investments in compliance with Section 5.9.

5.15 No Negative Pledge. Enter into any agreement, instrument, deed or lease which prohibits or limits the ability of such Company to create, incur, assume or suffer to exist any Lien upon any of its properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any security for an obligation if security is granted for another obligation, except the following: (a) this Agreement and the other Loan Documents, (b) covenants in capital leases or agreements relating to purchase money financings prohibiting further Liens on the properties encumbered thereby; and (c) any prohibition or limitation that (i) exists pursuant to applicable law or (ii) restricts subletting or assignment of any lease governing a leasehold interest of the Borrower or a Subsidiary

5.16 Government Regulation. (a) Be or become subject at any time to any law, regulation, or list of any government agency (including, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower and its Subsidiaries or (b) fail to provide documentary and other evidence of Borrower's or its Subsidiaries' identity as may be requested by Lender at any time to enable Lender to verify such identity or to comply with any applicable law or regulation, including, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

6. Events of Default. Each of the following shall constitute an Event of Default hereunder:

6.1 Non-Payment. The nonpayment of any principal amount of any Loan when due, whether by acceleration or otherwise, or the nonpayment of any interest on any Loan when due or the nonpayment of any other Obligation within five days of the date when due;

6.2 Covenants. The default in the due observance of (a) the covenants set forth in Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.11, 4.14, 4.15, or 4.17, or Sections 5.1 through 5.16 inclusive or (b) any other covenant or agreement to be kept or performed by it under the terms of this Agreement or any of the Loan Documents and, in the case of clause (b), the failure or inability of it to cure such default within 15 days of the occurrence thereof;

6.3 Representations and Warranties. Any representation or warranty made by it in this Agreement, in any of the other Loan Documents or in any report, certificate, opinion, financial statement or other document furnished in connection with the Obligations is false or erroneous in any material respect as of the date when made;

6.4 Bankruptcy, etc. Borrower or any other Company (a) dissolves or is the subject of any dissolution, a winding up or liquidation (except as permitted by this Agreement); (b) makes a general assignment for the benefit of creditors or generally fails to pay its debts as and when due; or (c) files or has filed against it a petition in bankruptcy, for a reorganization or an arrangement, or for a receiver, trustee or similar creditors' representative for any substantial portion of such Company's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and if filed against it, the same has not been dismissed or discharged within 60 days thereof;

6.5 Execution and Attachment. The commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against it or against any material portion of the Collateral;

6.6 Judgments. The entry of a final judgment for the payment of money involving more than \$50,000 against Borrower or any other Company and the failure by it to discharge the same, or cause it to be discharged, within 30 days from the date of the order, decree or process under which or pursuant to which such judgment was entered, or to secure a stay of execution pending appeal of such judgment or the entry of one or more final monetary or non-monetary judgments or orders which, singly or in the aggregate, does or could reasonably be expected to: (a) cause a material adverse change in the value of the Collateral or the condition (financial or otherwise), operations, properties or prospects of the Parent, the Borrower and their Subsidiaries taken as a whole, (b) have a material adverse effect on the ability of any Company to perform its obligations under this Agreement or the other Loan Documents, or (c) have a material adverse effect on the rights and remedies of Lender under this Agreement or any other Loan Document;

6.7 Impairment of Security. (a) Any Loan Document or any transfer, grant, pledge, mortgage or assignment by the party executing a Security Document in favor of Lender ceases to be valid and binding except in accordance with its terms; (b) any party, other than Lender, to a Loan Document asserts that any Loan Document is not a legal, valid and binding obligation of it enforceable in accordance with its terms; (c) Lien purporting to be created by any of the Security Documents ceases to be or is asserted by any party to any Security Document (other than Lender) not to be a valid, perfected Lien subject to no Liens other than Liens not prohibited by this Agreement or any Security Document (unless it ceases to be valid by the action or inaction of Lender or as otherwise permitted by the terms of the Loan Documents); or (d) any Security Document is amended, subordinated, terminated or discharged, or any person is released from any of its covenants or obligations except to the extent that Lender expressly consents in writing thereto;

6.8 Other Indebtedness of Lender's Affiliates. A default with respect to any evidence of Indebtedness by Borrower or any other Company (other than to Lender pursuant to this Agreement) to any of Lender's Affiliates, if the effect of such default is to permit the holder thereof to cause such Indebtedness to become due prior to the stated maturity thereof;

6.9 Other Indebtedness. (a) a Default or Event of Default shall occur under the Senior Indebtedness or (b) a default with respect to any evidence of Indebtedness of the Borrower in excess of \$50,000 (other than to Lender or Lender's Affiliate), if the effect of such default is to permit the holder thereof to cause such Indebtedness to become due prior to the stated maturity thereof, or if any Indebtedness of Borrower in excess of \$50,000 (other than to Lender or Lender's Affiliate) is not paid when due and payable, whether at the due date thereof or a date fixed for prepayment or otherwise (after the expiration of any applicable grace period);

then immediately upon the occurrence of any of the Event of Default described in Section 6.4 and at the option of the Lender upon the occurrence of any other Event of Default and during the continuance thereof, the Loan, the Note and all other Obligations immediately will mature and become due and payable and any commitment to make Loans will terminate, in each case, without presentment, demand, protest or notice of any kind which are hereby expressly waived. After the occurrence of any Event of Default and during the continuance thereof, Lender is authorized without notice to anyone to offset and apply to all or any part of the Obligations all moneys, credits and other property of any nature whatsoever of Borrower or any other Company now or at any time hereafter in the possession of, in transit to or from, under the control or custody of, or on deposit with (whether held by Borrower or such Company individually or jointly with another party), Lender or any of Lender's Affiliates. The rights and remedies of Lender upon the occurrence of any Event of Default and during the continuance thereof will include but not be limited to all rights and remedies provided in the Security Documents and all rights and remedies provided under applicable law. Borrower waives any requirement of marshalling of the assets covered by the Security Documents upon the occurrence of any Event of Default. Upon or at any time after the occurrence of an Event of Default and during the continuance thereof, Lender may request the appointment of a receiver of the Collateral. Such appointment may be made without notice, and without regard to (i) the solvency or insolvency,

at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Obligations; and (ii) the value of the Collateral at such time. Such receiver will have the power to take possession, control and care of the Collateral and to collect all accounts resulting therefrom. Notwithstanding the appointment of any receiver, trustee, or other custodian, Lender will be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Loan Agreement or any Security Documents to Lender.

7. Conditions Precedent.

7.1 Conditions Precedent to Initial Loan. The obligation of Lender to make the Loan to Borrower under this Agreement on the Closing Date is subject to the satisfaction or waiver of the following conditions precedent (in form, substance and action as is satisfactory to Lender, in its sole discretion):

(a) Certified Copies of Charter Documents. Lender shall have received from each Credit Party a copy, certified by a duly authorized officer of such Credit Party to be true and complete on and as of the Closing Date, of each of the charter or other organization documents of such Credit Party as in effect on such date of certification (together with all, amendments thereto) and a certificate from the Secretaries of State of Ohio, Delaware and Georgia as to the “good standing” of the Borrower and each other Credit Party;

(b) Proof of Appropriate Action. Lender shall have received from each Credit Party, a copy, certified by a duly authorized officer of such Credit Party to be true and complete on and as of the Closing Date, of the records of all action taken by such Credit Party to authorize the execution and delivery of this Agreement and any other Loan Document entered into on the Closing Date and to which it is a party or is to become a party as contemplated or required by this Agreement, and its performance of all of its agreements and obligations under each of such documents;

(c) Incumbency Certificates. Lender shall have received from each Credit Party, an incumbency certificate, dated the Closing Date, signed by a duly authorized officer of such Credit Party and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of such Credit Party, this Agreement and each of the other Loan Documents to which such Credit Party is or is to become a party on the Closing Date, and to give notices and to take other action on behalf of such Credit Party under such documents;

(d) Loan Documents, Etc. (i) The Note and the other Loan Documents shall have been duly and properly authorized, executed and delivered to the Lender by the respective party or parties thereto and shall be in full force and effect on and as of the Closing Date and, (ii) Lender shall be satisfied with the due diligence associated with the preparation of the Loan Documents;

(e) Legality of Transactions. No change in applicable law shall have occurred as a consequence of which it shall have become and continue to be unlawful for Lender to perform any of their agreements or obligations under this Agreement, the Note, or under any of the other Loan Documents, or for any Credit Party to perform any of its agreements or obligations under this Agreement, the Note, or under any of the other Loan Documents;

(f) Repayment of Indebtedness. Lender shall have received evidence of the repayment or defeasance of all Indebtedness (other than any Indebtedness set forth on Schedule 3.16 which is specified to survive the Closing Date) and the release of all Liens securing such Indebtedness.

(g) Legal Opinions. Lender shall have received a written legal opinion of counsel to the Credit Parties, addressed to the Lender, dated the Closing Date, in form and substance satisfactory to Lender;

(h) Consents. Lender shall have received from each Credit Party the copies of all consents necessary for the completion of the transactions contemplated by this Agreement, the Note, each of the other Loan Documents, and all instruments and documents incidental thereto;

(i) Senior Debt. Each of the conditions to the funding of the Senior Indebtedness shall have been satisfied;

(j) Acquisition. (i) Lender shall have received copies, certified as true and correct by an officer of Borrower of each Acquisition Document, and (ii) prior to, or contemporaneous with, the funding of the initial Loans hereunder, the Acquisition shall have been completed on the terms set forth in the Acquisition Agreement;

(k) Closing Availability. After giving effect to the Acquisition and the initial borrowing of the Term Loan and the Revolving Credit Loans on the Closing Date, Availability shall not be less than Minimum Availability;

(l) Closing Fees and Expenses. Borrower shall have paid all fees and expenses due hereunder including the fees and expenses due pursuant to Section 8;

(m) Changes; None Adverse. From the date of the Current Financial Statements to the Closing Date, no changes shall have occurred in the assets, liabilities, financial condition, business, operations or prospects of any Company which, individually or in the aggregate, are materially adverse to the Parent, the Borrower and their Subsidiaries taken as a whole;

(n) Financial Statements and Other Information. Lender shall have received the Current Financial Statements certified by an officer of each Company, and Lender shall have been satisfied that such Current Financial Statements accurately reflect the financial status and condition of each Company;

(o) **UCC Searches.** Lender shall have received a report from a UCC search firm acceptable to Lender describing any effective financing statements, judgment liens, tax liens or any other Lien and Lender shall be satisfied with the nature and extent of such Liens;

(p) **Insurance Certificates.** The Lender shall have received insurance certificates evidencing the coverage required by Section 4.11 hereof;

(q) **Engagement Letter.** Parent, Borrower and Lender shall have executed and delivered an engagement letter relating to certain future financing transactions and such other matters as Lender may reasonably request;

(r) **Additional Materials.** Lender shall have received such additional documents, instruments or agreements as Lender may reasonably request;

(s) **No Defaults.** There does not exist any Default or Event of Default;

(t) **Accuracy.** The representations and warranties contained in this Agreement, the Security Documents, and in each other Loan Document or provided by a third party at the request of Borrower, and in any document delivered in connection therewith will be true and accurate on and as of such date (unless such representation or warranty specifically relates to an earlier date in which case, such representation or warranty shall have been true and correct as of such earlier date) in all material respects; and

(u) **Other Documents.** Lender will have received such other documents, instruments or agreement as Lender may reasonably request.

8. Closing Expenses. Borrower will pay Lender immediately upon the execution of this Agreement all expenses and Attorneys' Fees incurred by Lender in connection with the preparation, execution and delivery of this Agreement and the other Loan Documents and the consummation of the transactions contemplated hereby, together with all: (a) recording fees and taxes; (b) survey, appraisal and environmental report charges; and (c) title search and title insurance charges, including any stamp or documentary taxes, charges or similar levies which arise from the payment made hereunder or from the execution, delivery or registration of any Security Document or this Agreement. If Borrower fails to pay such fees, Lender is entitled to disburse such sums as an advance under any Note.

9. Post-Closing Expenses. To the extent that Lender incurs any costs or expenses in protecting or enforcing its rights under the Loan Documents or observing or performing any of the conditions or obligations of Borrower or any other Credit Party thereunder, including but not limited to reasonable Attorneys' Fees in connection with litigation, preparation of amendments or waivers, present or future stamp or documentary taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of any Security Document or this Agreement, such costs and expenses will be due on demand, will be included in the Obligations and will bear interest from the incurring or payment thereof at the Default Rate.

10. Representations and Warranties to Survive. All representations, warranties, covenants, indemnities and agreements made by Borrower and the other Credit Parties herein and in the Security Documents will survive the execution and delivery of this Agreement, the Security Documents and the issuance of any Note.

11. Definitions. For purposes hereof:

11.1 Accounting Terms; UCC. Each accounting term not defined or modified herein will have the meaning given to it under generally accepted accounting principles in effect in the United States of America from time to time ("GAAP"). All other terms contained in this Agreement and not otherwise defined herein will, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code of the State of Minnesota to the extent the same are defined therein.

11.2 Other Terms. The following terms shall have the meanings specified below:

"Accounts Payable Agings Report" means a report from Borrower to Lender setting forth in reasonable detail reasonably satisfactory to Lender the agings of Borrower's accounts payable.

"Accounts Receivable Agings Report" means a report from Borrower to Lender setting forth in reasonable detail reasonably satisfactory to Lender agings of Borrower's Accounts.

"Acquisition" means, the acquisition by Acquisition Sub. of the assets of Target pursuant to the Acquisition Documents.

"Acquisition Agreement" means the Asset Purchase Agreement, dated as of December 6, 2011 among Target, the members of Target, Acquisition Sub. and Parent.

"Acquisition Documents" has the meaning set forth in Section 3.22.

"Acquisition Sub." means IPP Acquisition, LLC, a Georgia limited liability company.

"Adjusted EBITDA" means, for Parent and its Subsidiaries, on a consolidated basis, for any period, net income (determined in accordance with GAAP) *plus*, in each case to the extent deducted in determining net income, (a) interest expense, income tax expense, depreciation and amortization, non-cash share-based compensation expense and other extraordinary, non-cash expense and (b) transaction fees, costs and expenses incurred in connection with the Acquisition in an aggregate amount not to exceed \$200,000 of which 25%, 50%, 75% and 100% of such fees, costs and expenses shall be included in the period incurred for purposes of the calculation of Adjusted EBITDA for the periods ending January 31, 2012, April 30, 2012, July 31, 2012 and October 31, 2012, respectively *minus*, to the extent included in determining net income, any non-cash gains; provided however that, for purposes of Section 5.3 and 5.5, for purposes of calculating Adjusted EBITDA on a trailing four quarter basis (a) for the period ending January 31, 2012, Adjusted EBITDA shall be the product of 4.0 and Adjusted EBITDA for the quarter ending January 31, 2012, (b) for the period ending April 30, 2012, Adjusted EBITDA shall be

the product of 2.0 and Adjusted EBITDA for the quarters ending January 31, 2012 and April 30, 2012 and (c) for the period ending July 31, 2012, Adjusted EBITDA shall be the product of 1.33 and Adjusted EBITDA for the quarters ending January 31, 2012, April 30, 2012 and July 31, 2012.

“Affiliate” means any Person under common control or having similar equity holders owning at least ten percent (10%) thereof, whether such common control is direct or indirect. All of any Person’s direct or indirect parent corporations, partners, Subsidiaries, and the officers, shareholders, members, directors and partners of any of the foregoing and persons related by blood or marriage to any of the foregoing will be deemed to be a Person’s Affiliates for purposes of this Agreement.

“Asset Sale” shall mean (a) any conveyance, sale, lease, sublease, assignment, transfer or other disposition (including by way of merger or consolidation and including any sale and leaseback) of any property excluding sales of inventory and dispositions of cash and cash equivalents, in each case, in the ordinary course of business, by Borrower or any of its Subsidiaries and (b) any issuance or sale of any Capital Stock of Parent, Borrower or any Subsidiary of Parent or Borrower, in the case of either (a) or (b), to any person other than (i) Borrower or (ii) any other Credit Party.

“Attorneys’ Fees” means all fees, costs and expenses of the attorneys (and all paralegals and other staff employed by such attorneys) employed by Lender from time to time to: (i) take any action in or with respect to any suit or proceedings (bankruptcy or otherwise) relating to the Collateral or this Agreement; (ii) protect, collect, lease or sell, any of the Collateral; (iii) attempt to enforce any Lien on any of the Collateral or to give any advice with respect to such enforcement; (iv) enforce any of Lender’s rights to collect any of the Obligations; (v) give Lender advice with respect to this Agreement, including but not limited to advice in connection with any default, workout or bankruptcy; (vi) prepare any amendments, restatements or waivers to this Agreement or any of the documents executed in connection with any of the Obligations.

“Availability” means, at any time, the sum of (a) the Maximum Amount (as defined in the Senior Credit Agreement) *minus*, the sum of the principal amount of the outstanding Revolving Credit Loans (as defined in the Senior Credit Agreement) at such time and (b) unrestricted cash of the Credit Parties credited to one or more accounts of a Credit Party maintained with Lender.

“Business Day” means any day excluding Saturday, Sunday and any other day on which banks are required or authorized to close in Cincinnati, Ohio.

“Capital Stock” means with respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property of, such partnership, whether outstanding on the date hereof or issued after the Closing Date.

“Change of Control” means

(a) any “Person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), together with its Affiliates, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause such Person or group shall be deemed to have “beneficial ownership” of all securities that such Person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of an amount of Capital Stock of Parent entitled to 35% or more of the total voting power of Parent; or

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Parent (together with any new directors whose election to such Board of Directors or whose nomination for election was approved by a vote of a majority of the members of the Board of Directors of Parent, which members comprising such majority are then still in office and were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of Parent.

For purposes of this definition, a Person shall not be deemed to have beneficial ownership of Capital Stock subject to a stock purchase agreement, merger agreement or similar agreement until the consummation of the transactions contemplated by such agreement.

“Closing Date” means the first Business Day on which the conditions specified in Sections 7.1 have been satisfied.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means any property, real or personal, tangible or intangible, now or in the future securing the Obligations, including but not limited to the “Collateral” as defined in the Security Agreement and the “Collateral” as defined in the Pledge Agreement.

“Company” means collectively, the Parent, Borrower and each of their respective Subsidiaries.

“Credit Party” means collectively, the Borrower and each Guarantor.

“Current Financial Statements” means (a) as of the Closing Date, the audited financial statements of the Target for the period ending December 31, 2010 and the unaudited financial statements of the Target for the period ending June 30, 2011 which such financial statements shall comply with Section 4.2 or 4.3 and (b) after the Closing Date, the most current financial statements, tax returns and other documents with respect to Borrower delivered to Lender pursuant to Section 4.

“Default” means any event or condition that with the passage of time or giving of notice, or both, would constitute an Event of Default.

“Default Rate” means four percent (4%) per annum plus the highest rate of interest that would otherwise be in effect with respect to any Loan but not more than the highest rate permitted by applicable law.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that is a member of a group of which Borrower is a member and which is treated as a single employer under Section 414 of the Code.

“ERISA” means the Employee Retirement Income Security Act of 1974, or any successor statute, as amended from time to time.

“Event of Default” means any of the events listed in Section 6.

“Fixed Charge Coverage Ratio” means for Parent and its Subsidiaries, on a consolidated basis, in each case, without duplication, for any period, the ratio of (a) Adjusted EBITDA minus the sum of (i) Unfunded Cap Ex, (ii) income tax paid in cash, (iii) dividends and other distributions paid in cash, to (b) the sum of (i) interest expense (including the interest portion of any lease which is capitalized in accordance with GAAP) payable in cash, plus (ii) all principal payments with respect to Indebtedness that were paid or were due and payable (including the principal portion of any lease which is capitalized in accordance with GAAP).

“Funded Debt” means the principal amount of (i) all obligations owing in respect of the Loan (ii) all obligations owing in respect of the Senior Indebtedness, and (iii) any other Indebtedness other than Indebtedness which is subordinate to the prior payment of the Loan pursuant to a subordination agreement in form and substance satisfactory to the Lender including the Seller Indebtedness so long as the Seller Subordination Agreement is in full force and effect.

“Guarantor” means each of (a) Parent and (b) each Subsidiary of the Borrower, whether now existing or hereafter created.

“Hazardous Wastes”, “hazardous substances” and “pollutants or contaminants” means any substances, waste, pollutant or contaminant now or hereafter included with any respective terms under any now existing or hereinafter enacted or amended federal, state or local statute, ordinance, code or regulation, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (“CERCLA”).

“Indebtedness” of any Person means (in each case, whether such obligation is with full or limited recourse but if with limited recourse, to the amount of such recourse) (i) any obligation of such Person for borrowed money, (ii) any obligation of such Person evidenced by a bond, debenture, note or other similar instrument, (iii) any obligation of such Person to pay the deferred purchase price of property or services, except a trade account payable that arises in the ordinary course of business but only if and so long as the same is payable on customary trade

terms, (iv) any obligation of such Person as lessee under a capital lease which is capitalized in accordance with GAAP, (v) any capital stock of such Person which is required to be redeemed by such Person upon the occurrence of any event not within the control of such Person or at any date, (vi) any obligation of such Person to purchase securities or other property that arises out of or in connection with the sale of the same or substantially similar securities or property, (vii) any non-contingent obligation of such Person to reimburse any other Person in respect of amounts paid under a letter of credit or other guaranty issued by such other Person to the extent that such reimbursement obligation remains outstanding after it becomes non-contingent, (viii) any obligations under any Rate Management Agreement except that if any Rate Management Agreement relating to such obligation provides for the netting of amounts payable by and to the applicable Person thereunder or if any such Rate Management Agreement provides for the simultaneous payment of amounts by and to the applicable Person, then, in each such case, the amount of such obligation shall be the net amount thereof, (ix) any Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien on any asset of such Person and (x) any Indebtedness of others guaranteed by such Person.

“Internal Rate of Return” means, as of any date of determination, an annualized rate of return, stated on a per annum basis, for the following cash flows (a) an initial negative cash flow in the principal amount of the Term Loan, (b) positive cash flow in the amount of the fee due pursuant to Section 1.3(a) on the Closing Date and (c) positive cash flows in the amount of all principal and interest on the Term Loan on the date such payments are made to Lender.

“Lender’s Affiliate” means any person, partnership, joint venture, company or business entity under common control or having similar equity holders owning at least ten percent (10%) thereof with Lender, whether such common control is direct or indirect. All of Lender’s direct or indirect parent corporations, sister corporations, and subsidiaries will be deemed to be a Lender’s Affiliate for purposes of this Agreement.

“Lien” means any security interest, mortgage, pledge, assignment, lien or other encumbrance of any kind, including the interest of vendors and lessors under conditioned sales contracts and capitalized leases.

“Loan Documents” means this Agreement, the Note, the Security Documents, the Guaranty and each other document or agreement executed in connection herewith and the “Loan Documents” under and as defined in the Senior Credit Agreement.

“Loan” means the Term Loan.

“Material Adverse Effect” means a material adverse effect on the business, property, operations, prospects or conditions (financial or otherwise) of the Credit Parties taken as a whole.

“Minimum Availability” means on the Closing Date, at all times thereafter, \$750,000.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

“Net Cash Proceeds” means (a) with respect to any Asset Sale (other than any issuance or sale of Capital Stock), the cash proceeds received by Parent or any of its Subsidiaries (including cash proceeds subsequently received (as and when received by Parent or any of its Subsidiaries) in respect of non-cash consideration initially received) net of (i) selling expenses (including reasonable brokers’ fees or commissions, legal, accounting and other professional and transactional fees, transfer and similar taxes and Borrower’s good faith estimate of income taxes paid or payable in connection with such sale); (ii) amounts provided as a reserve, in accordance with GAAP, against any liabilities under any indemnification obligations associated with such Asset Sale (*provided* that, to the extent and at the time any such reserve is reduced and the amount of such reduction is not applied to pay such liabilities or obligations, such amounts shall constitute Net Cash Proceeds); and (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money which is secured by a Lien on the properties sold in such Asset Sale and which is repaid in cash with such proceeds (it being understood that any such Indebtedness assumed by the purchaser of such properties is not repaid) and, in the case of a sale and leaseback, the amount actually paid to acquire the applicable assets if such acquisition occurs substantially at the same time as the relevant Asset Sale and (b) with respect to any issuance or sale of Capital Stock by Parent or any Subsidiary of Parent, the cash proceeds thereof, net of customary fees, commissions, costs and other expenses incurred in connection therewith and any reserves, in accordance with GAAP, against costs, fees and expenses permitted to be deducted pursuant hereto but which are not yet due and payable or for which a final amount is not available (*provided* that to the extent and at the time any reserve is reduced and the amount of such reduction is not applied to pay such fees, costs and expenses, such amounts shall constitute Net Cash Proceeds).

“Note” means any note, now or in the future, between Borrower and Lender, and will include any amendments made thereto and restatements thereof, extensions and replacements, including the Term Note.

“Obligations” means and include all loans, advances, debts, liabilities, obligations, covenants and duties owing to Lender or any of Lender’s Affiliates, from Borrower of any kind or nature, present or future, whether or not evidenced by any note, guaranty or other instrument, including but not limited to those arising under: (i) this Agreement and the other Loan Documents, (ii) any and all Rate Management Agreements, (iii) any obligation of Borrower to Lender or any Lender’s Affiliate under any other interest rate swap, cap, collar, floor, option, forward, or other type of interest rate protection, foreign exchange or derivative transaction agreement, (iv) the Note, (v) under any other agreement, instrument or document, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect

(including those acquired by assignment, participation, purchase, negotiation, discount or otherwise), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising and whether or not contemplated by Borrower or Lender or any Lender's Affiliate on the Closing Date; and as to all of the foregoing, including any amendments, modifications, or superceding documents to each of the foregoing; and all charges, expenses, fees, including but not limited to reasonable Attorneys' Fees, and any other sums chargeable to Borrower under any of the Obligations. In addition to the foregoing and not in limitation thereof, if Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Agreement, or to discharge any lien prohibited hereby, or to comply with any other Obligation, Lender may, but will not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower, and to the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower will be deemed Obligations.

"Parent" means Streamline Health Solutions, Inc., a Delaware corporation.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"Perfection Certificate" means each Article 9 Certificate dated as of the Closing Date executed by the Borrower and each other Credit Party and each supplement thereto delivered pursuant to Section 4.6.

"Permitted Liens" means:

(a) liens securing the payment of taxes or assessments, either not yet due or the validity of which is being contested in good faith by appropriate proceedings, and as to which the applicable Credit Party has set aside on its books adequate reserves to the extent required by GAAP;

(b) deposits under workers' compensation, unemployment insurance and social security laws or public liability laws or similar legislation, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations or surety or appeal bonds, or to secure indemnity, performance or other similar bonds in the ordinary course of business;

(c) liens imposed by law, such as carrier's, warehousemen's or mechanics' liens, incurred by the applicable Credit Party in good faith in the ordinary course of business;

(d) liens in favor of Lender;

(e) liens securing purchase money Indebtedness or other equipment financing permitted by the terms hereof so long as such liens do not extend to any assets other than the assets financed with such Indebtedness;

(f) reservations, exceptions, encroachments and other similar title exceptions or encumbrances affecting real properties, provided such do not materially detract from the use or value thereof as used by the owner thereof;

(g) liens by a bank on deposit accounts of the applicable Credit Party at such bank that arise by operation of law, and that are otherwise in compliance with the terms of this Agreement;

(h) any attachment or judgment lien not constituting an Event of Default under Section 6.6; and

(i) zoning restrictions, easements, licenses, or other restrictions on the use of any real estate or other minor irregularities in title (including leasehold title) thereto, so long as the same do not materially impair the use, value, or marketability of such real estate.

“Person” means an individual, a corporation, a limited liability company, an association, a partnership, a trust or estate, a joint stock company, an unincorporated organization, a joint venture, a government (foreign or domestic), any agency or political subdivisions thereof, or any other entity.

“Pledge Agreement” means the Pledge Agreement dated as of December 7, 2011 among Parent, Borrower and Lender.

“Rate Management Agreement” means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (*e.g.*, equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower and Lender or any of Lender’s Affiliate, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

“Reportable Event” means any reportable event as defined in Section 4043(b) of ERISA or the regulations issued thereunder with respect to a Plan (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414).

“Restricted Payment” with respect to any Person means that such Person has declared or paid a dividend or returned any equity capital to the holders of its Capital Stock or authorized or made any other distribution, payment or delivery of property or cash to the holders of its Capital Stock as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for consideration any of its Capital Stock outstanding (or any options or warrants issued by such

Person with respect to its Capital Stock), or set aside any funds for any of the foregoing purposes, or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for consideration any of the Capital Stock of such Person outstanding (or any options or warrant issued by such Person with respect to its Capital Stock). Without limiting the foregoing, "Dividends" with respect to any Person shall also include all payments made or required to be made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans or setting aside of any funds for the foregoing purposes.

"Senior Credit Agreement" means the Senior Credit Agreement dated as of December 7, 2011 between Borrower and Fifth Third Bank.

"Senior Indebtedness" means the loans and other Indebtedness of Borrower to Fifth Third Bank evidenced by the Senior Credit Agreement.

"Security Documents" means the agreements, pledges, mortgages, guarantees, or other documents delivered by Borrower or any other person or entity to Lender or Lender's Affiliate previously, now or in the future to encumber the Collateral in favor of Lender or Lender's Affiliate, and all amendments thereto and restatements thereof, including, without limitation, the Security Agreement and the Pledge Agreement executed pursuant hereto.

"Seller Indebtedness" means Indebtedness of the Company to Target pursuant to the Convertible Subordinated Promissory Note dated December 7, 2011 in the original principal amount of \$3,000,000.

"Seller Subordination Agreement" means the Subordination Agreement dated as of December 7, 2011 between Lender and Interpoint Partners, LLC.

"Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Success Fee" shall have the meaning and be calculated in substantially the manner set forth on Schedule I hereto.

"Subsidiaries" means a corporation, limited liability company, partnership or other similar entity of which shares of stock, membership interests or other voting interests having

ordinary voting power to elect a majority of the Board of Directors, managers or similar governing body of such Person are at the time owned, or the management of which is otherwise controlled, directly or indirectly (including as a result of the Borrower or one of its Subsidiaries being the general partner of such Person) through one or more intermediaries, or both, by Parent.

“Target” means Interpoint Partners, LLC.

“Unfunded Cap Ex” means with respect to any fiscal quarter, the greater of (a) the gross purchase price or capitalized cost of capital equipment purchased or incurred during such fiscal quarter which is not financed by a third party other than Lender or the lender under the Senior Credit Agreement or any of Lender’s Affiliates, including all capitalized software development costs and (b) zero.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

12. General.

12.1 Indemnity. Borrower will indemnify, defend and hold harmless Lender, its directors, officers, counsel and employees, from and against all claims, demands, liabilities, judgments, losses, damages, costs and expenses, joint or several (including all accounting fees and Attorneys’ Fees reasonably incurred), that Lender or any such indemnified party may incur arising under or by reason of this Agreement or any act hereunder or with respect hereto or thereto including but not limited to any of the foregoing relating to any act, mistake or failure to act in perfecting, maintaining, protecting or realizing on any Collateral or Lien thereon except to the extent such losses are determined by a final order of a court of competent jurisdiction to be the result of (a) the willful misconduct or gross negligence of such indemnified party or (b) a material breach by such indemnified party of its express obligations to a Credit Party under the Loan Documents. Without limiting the generality of the foregoing, Borrower agrees that if, after receipt by Lender of any payment of all or any part of the Obligations, demand is made at any time upon Lender for the repayment or recovery of any amount or amounts received by Borrower in payment or on account of the Obligations and Lender repays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body, or by reason of any settlement or compromise of any such demand, this Agreement will continue in full force and effect and Borrower will be liable, and will indemnify, defend and hold harmless Lender for the amount or amounts so repaid. The provisions of this Section will be and remain effective notwithstanding any contrary action which may have been taken by Borrower in reliance upon such payment, and any such contrary action so taken will be without prejudice to Lender’s rights under this Agreement and will be deemed to have been conditioned upon such payment having become final and irrevocable. The provisions of this Section will survive the expiration or termination of this Agreement.

12.2 Continuing Agreement. This Agreement is and is intended to be a continuing Agreement and will remain in full force and effect until the Loan is finally and irrevocably paid

in full and this Agreement is terminated by a writing signed by Lender specifically terminating this Agreement.

12.3 No Third Party Beneficiaries. Nothing express or implied herein is intended or will be construed to confer upon or give any Person other than the parties hereto, any right or remedy hereunder or by reasons hereof.

12.4 No Partnership or Joint Venture. Nothing contained herein or in any of the agreements or transactions contemplated hereby is intended or will be construed to create any relationship other than as expressly stated herein or therein and will not create any joint venture, partnership or other relationship.

12.5 Waiver. No delay or omission on the part of Lender to exercise any right or power arising from any Event of Default will impair any such right or power or be considered a waiver of any such right or power or a waiver of any such Event of Default or any acquiescence therein nor will the action or nonaction of Lender in case of such Event of Default impair any right or power arising as a result thereof or affect any subsequent default or any other default of the same or a different nature. No disbursement of the Loan hereunder will constitute a waiver of any of the conditions to Lender's obligation to make further disbursements; nor, in the event that Borrower is unable to satisfy any such condition, will any such disbursement have the effect of precluding Lender from thereafter declaring such inability to be an Event of Default.

12.6 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder will be in writing and will be conclusively deemed to have been received by a party hereto and to be effective if delivered personally to such party, or sent by telecopy or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To Lender:

Fifth Third Bank
38 Fountain Square Plaza – MD 109047
Cincinnati, Ohio 45263
Fax: (513) 534-3663
Attention: Harrison Mullin
Email: Harrison.Mullin@53.com

To any Credit Party:

Streamline Health, Inc.
10200 Alliance Road – Suite 200
Cincinnati, Ohio 45242
Fax: (513) 672-2112
Attention: Senior Vice President and Chief Financial Officer
Email: steve.murdock@streamlinehealth.net

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered, or if sent by telecopy on the day on which transmitted and confirmation of transmission is received, or if sent by overnight courier service, on the earlier of the day when confirmation of delivery is provided by such service or when actually received by such party, or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail. The Lender will use commercially reasonable efforts to provide notice to the email addresses set forth above but the failure to provide notice to such addresses will not affect the validity of any such notice.

12.7 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, provided, however, that Borrower may not assign this Agreement in whole or in part without the prior written consent of Lender and Lender at any time may assign this Agreement in whole or in part. Lender shall use commercially reasonable efforts to provide notice of any assignment but the failure to provide such notice shall not affect the validity of such assignment or the Obligations of the Borrower hereunder.

12.8 Modifications. This Agreement, the Note and the other Loan Documents, constitute the entire agreement of the parties and supersede all prior agreements and understandings regarding the subject matter of this Agreement, including but not limited to any proposal or commitment letters. No modification or waiver of any provision of this Agreement, any Note, or any of the other Loan Documents, nor consent to any departure by Borrower therefrom, will be established by conduct, custom or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on Borrower in any case will entitle Borrower to any other or further notice or demand in the same, similar or other circumstance.

12.9 Remedies Cumulative. No single or partial exercise of any right or remedy by Lender will preclude any other or further exercise thereof or the exercise of any other right or remedy. All remedies hereunder and in any instrument or document evidencing, securing, guaranteeing or relating to any Loan or now or hereafter existing at law or in equity or by statute are cumulative and none of them will be exclusive of the others or any other remedy. All such rights and remedies may be exercised separately, successively, concurrently, independently or cumulatively from time to time and as often and in such order as Lender may deem appropriate.

12.10 Illegality. If fulfillment of any provision hereof or any transaction related hereto or of any provision of the Note or the Security Documents, at the time performance of such provision is due, involves transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled will be reduced to the limit of such validity; and if any clause or provisions herein contained other than the provisions hereof pertaining to repayment of the Obligations operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only will be void, as though not herein contained, and the remainder of this Agreement will remain operative and in full force and effect; and if such provision pertains to repayment of the Obligations, then, at the option of Lender, all of the Obligations of Borrower to Lender will become immediately due and payable.

12.11 Gender, etc. Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.

12.12 Headings. The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.

12.13 Time. Time is of the essence in the performance of this Agreement.

12.14 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile or other electronic transmission will promptly deliver a manually executed counterpart, provided that any failure to do so will not affect the validity of the counterpart executed by facsimile or other electronic transmission.

12.15 Governing Law. This Loan Agreement has been delivered and accepted at and will be deemed to have been made in Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

12.16 JURISDICTION. BORROWER HEREBY IRREVOCABLY AGREES AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN HAMILTON COUNTY, OHIO, AND BORROWER WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND ANY OBJECTION TO VENUE OF ANY SUCH ACTION OR PROCEEDING.

12.17 WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LOAN AGREEMENT, THE SECURITY DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL, IF ANY, OR ANY ACTUAL OR PROPOSED TRANSACTION OR OTHER MATTER CONTEMPLATED IN OR RELATING TO ANY OF THE FOREGOING.

Borrower hereby authorizes any attorney at law to appear in any court of record in the State of Ohio or any other state or territory of the United States, after the Obligations become due, and admit the maturity of the Obligations, the amount due thereon, and the jurisdictional facts thereof, and waive the issuing and service of process and confess judgment against Borrower in favor of the holder of the Obligations for the total amount due and costs of suit and thereupon to waive all errors, rights of appeal and stay of execution. The undersigned hereby expressly (a) waives any conflict of interest of an attorney retained by Lender to confess judgment against Borrower upon the Obligations, and (b) consents to the receipt by the attorney retained by Lender of fees for legal services rendered for confessing judgment against Borrower upon the Obligations. EACH OF BORROWER AND ANY ENDORSER OR ANY GUARANTOR AGREES THAT AN ATTORNEY WHO IS COUNSEL TO LENDER OR ANY OTHER HOLDER OF SUCH OBLIGATION MAY ALSO ACT AS ATTORNEY OF RECORD FOR BORROWER WHEN TAKING THE ACTIONS DESCRIBED ABOVE IN THIS PARAGRAPH. BORROWER AGREES THAT ANY ATTORNEY TAKING SUCH ACTIONS MAY BE PAID FOR THOSE SERVICES BY LENDER OR HOLDER OF SUCH OBLIGATION. BORROWER WAIVES ANY CONFLICT OF INTEREST THAT MAY BE CREATED BECAUSE THE ATTORNEY REPRESENTING THE BORROWER IS BEING PAID BY LENDER OR THE HOLDER OF SUCH OBLIGATION.

IN WITNESS WHEREOF, the Borrower and Lender have executed this Credit Agreement as of the date first above written.

WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE GOODS, FAILURE ON THE CREDITOR’S PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE

STREAMLINE HEALTH, INC.

By: /s/ Stephen H. Murdock
Name: Stephen H. Murdock
Title: SVP and CFO

FIFTH THIRD BANK

By: /s/ Harrison Mullin
Name: Harrison Mullin
Title: Vice President

SENIOR CREDIT AGREEMENT

This **SENIOR CREDIT AGREEMENT** dated as of December 7, 2011 (as amended, supplemented or modified, this "Agreement") is between **STREAMLINE HEALTH, INC.**, an Ohio corporation ("Borrower") and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender").

WHEREAS, pursuant to a Second Amended and Restated Revolving Note dated April 13, 2011 (the "Prior Note"), Lender has agreed to provide Borrower a revolving credit facility and Borrower has agreed to repay the loans made thereunder;

WHEREAS, Borrower has requested that Lender continue to provide certain credit facilities and other extensions of credit; and

WHEREAS, subject to the terms and conditions hereof, Lender is willing to provide such credit facilities and other extensions of credit.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follow:

1. Credit Facilities.**1.1 Revolving Facility.**

(a) Revolving Loan. Subject to the terms and conditions hereof, Lender agrees to make loans (the "Revolving Credit Loans") to Borrower at Borrower's request from time to time during the term of this Agreement in an aggregate amount outstanding at any time for all Revolving Credit Loans not exceeding the following (as further adjusted pursuant to this Section 1.1(a), the "Maximum Amount"): the lesser of (i) the Lender's Revolving Commitment and (ii) the Formula Amount. Lender may create and maintain additional reserves with respect to the Maximum Amount from time to time based on such credit and collateral considerations as Lender may deem appropriate in the reasonable good faith judgment of the Lender. Borrower may borrow, prepay (in whole or in part), and reborrow Revolving Credit Loans; provided that the principal amount of all Revolving Credit Loans outstanding at any one time will not exceed the Maximum Amount. If the amount of Revolving Credit Loans outstanding at any time exceeds the Maximum Amount, Borrower will immediately pay the amount of such excess to Lender in cash. In the event Borrower fails to pay such excess, Lender may, in its discretion, setoff such amount against any Borrower's accounts at Lender. The Revolving Credit Loans will be evidenced by the Third Amended and Restated Revolving Note of Borrower of even date herewith and all amendments, extensions and renewals thereto and restatements and replacements thereof ("Revolving Credit Note"). The proceeds of the Revolving Credit Loans will be used after the Closing Date for working capital and other general business purposes; provided, however, the Borrower may not use the proceeds of the Revolving Credit Loans to repay the Subordinated Indebtedness.

(b) Advances. The Borrower shall give the Lender notice (which shall be irrevocable) of each request for the making of a Loan no later than 10:00 a.m. (Eastern time) on the Business Day on which such Loan is to be made. Each such notice shall be in form satisfactory to the Lender and shall specify (i) the requested date of the making of such Loan which shall be a Business Day and (ii) the amount, which shall be an amount in integral multiples of \$25,000. Unless otherwise requested by Borrower, all Revolving Credit Loans will be advanced by a credit to an account of the Borrower maintained with Lender in the amount of the applicable Revolving Credit Loan.

(c) Expiration. The commitment to make Revolving Credit Loans will expire and all Revolving Credit Loans together with all accrued and unpaid interest thereon and the accrued portion of the fee referred to in Section 1.3(b) will be due and payable on October 1, 2013 (the "Termination Date")

1.2 Interest.

(a) Except as otherwise provided herein, the Loans shall bear interest from the date of the first advance until paid at an annual floating rate of interest equal to the Adjusted LIBO Rate in effect from time to time plus the Applicable Margin. The Borrower will pay to Lender any loss, cost or expense incurred in connection with the failure of any Loan to be made as requested by Borrower. If, because of the introduction of or any change in, or because of any judicial, administrative, or other governmental interpretation of, in each case occurring after the date hereof, any law or regulation, there shall be any increase in the cost to Lender of making, funding, maintaining, or allocating capital to any advance bearing interest at the Adjusted LIBO Rate, including a change in Reserve Percentage, then Borrower shall, from time to time upon demand by Lender, pay to Lender additional amounts sufficient to compensate Lender for such increased cost. If, because of the introduction of or any change in, or because of any judicial, administrative, or other governmental interpretation of, any law or regulation, it becomes unlawful for Lender to make, fund, or maintain any Loan at the Adjusted LIBO Rate, then (i) Lender shall notify Borrower in writing that Lender is no longer able to maintain the interest rate at an Adjusted LIBO Rate and (ii) the interest rate for such Loan shall automatically be converted to the Base Rate. Thereafter, the Loans shall bear interest at the Base Rate until such time as the situation described herein is no longer in effect. If Lender determines (which determination shall be conclusive and binding upon Borrower, absent manifest error) (A) that dollar deposits are not generally available at such time in the London Interbank Market for deposits in dollars, (B) that the rate at which such deposits are being offered will not adequately and fairly reflect the cost to Lender of maintaining an Adjusted LIBO Rate for the Loan due to circumstances affecting the London Interbank Market generally, (C) that reasonable means do not exist for ascertaining an Adjusted LIBO Rate, or (D) that an Adjusted LIBO Rate would be in excess of the maximum interest rate which Borrower may by law pay, then, in any such event, Lender shall so notify Borrower and all portions of the advances bearing interest at an Adjusted LIBOR Rate that are so affected shall, as of the date of such notification, bear interest at the Base Rate until such time as the situations described herein are no longer in effect. The interest rate charged hereunder with respect to any Loan bearing interest based on the Adjusted LIBO Rate or at the Base Rate will change automatically upon each change in the LIBO Rate or the Prime Rate, as applicable, and Lender shall not be required to notify Borrower of any such change.

(b) Accrued and unpaid interest on the Revolving Credit Loans shall be due and payable monthly commencing January 1, 2012 and continuing on the first (1st) day of each calendar month thereafter during the term hereof. All interest accrued on the Prior Note will be due and payable on January 1, 2012.

(c) Interest will be calculated based on a 360-day year and charged for the actual number of days elapsed. Any Obligation not paid when due, whether by acceleration or otherwise, will bear interest (computed and adjusted in the same manner, and with the same effect, as interest hereon prior to maturity) payable on demand, at a rate per annum equal to the Default Rate, until paid, and whether before or after the entry of judgment hereon.

1.3 Additional Terms Applicable to Loans.

(a) **Closing Fee.** Upon execution and delivery of this Agreement, Borrower shall pay to Lender a fully earned closing fee of Ten Thousand Dollars (\$10,000).

(b) **Unused Fee.** Borrower will pay to Lender a fee payable quarterly in arrears on the last Business Day of each February, May, August and November, commencing on February 29, 2012 in an amount equal to 0.60% per annum of the average daily Undrawn Amount.

(c) **Payment of Fees.** All fees, once paid, shall not be refundable in whole or in part.

(d) **Payments Time and Place.** All payments of principal and interest made by Borrower shall be made no later than Noon (Eastern Time), on the Business Day such payments are due. All amounts paid after such time will be credited on the following date. All payments to be made by Borrower will be made without setoff, deduction, offset, recoupment or counterclaim in immediately available funds and in the lawful currency of the United States of America. If any amount is due on a day which is not a Business Day, such amount shall be due on the immediately succeeding Business Day with additional interest payable for such extension period.

1.4 Additional Costs.

(a) **Taxes, Reserve Requirements, etc.** In the event that any applicable law, treaty, rule or regulation (whether domestic or foreign) now or hereafter in effect and whether or not presently applicable to Lender, or any interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof, or compliance by Lender with any guideline, request or directive of any such authority (whether or not having the force of law), will: (a) affect the basis of taxation of payments to Lender of any amounts payable by Borrower under this Agreement (other than taxes imposed on the overall net income of Lender, by the jurisdiction, or by any political subdivision or taxing authority of any such jurisdiction, in which Lender has its principal office), (b) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by Lender, (c) impose any other condition with respect to this Agreement, any Note executed in connection with this Agreement or any of the other Loan Documents, and the result of any of the foregoing is to increase the cost of making, funding or maintaining any such Note or to reduce the amount of any sum receivable by Lender thereon, or impose on Lender any documentary, stamp or similar tax arising out of or relating to the execution and delivery of this Agreement or any other Loan Document, then Borrower will pay to Lender from time to time, upon request by Lender, additional amounts sufficient to compensate Lender for such increased cost or reduced sum receivable.

(b) Capital Adequacy. If either: (a) the introduction of, or any change in, or in the interpretation of, any United States or foreign law, rule or regulation or (b) compliance with any directive, guidelines or request from any central bank or other United States or foreign governmental authority (whether or not having the force of law) promulgated, made, or that becomes effective (in whole or in part) after the date hereof affects or would affect the amount of capital required or expected to be maintained by Lender or any corporation directly or indirectly owning or controlling Lender and Lender determines that such introduction, change or compliance has or would have the effect of reducing the rate of return on Lender capital or on the capital of such owning or controlling corporation as a consequence of its obligations hereunder or under any Note or any commitment to lend thereunder to a level below that which Lender or such owning or controlling corporation could have achieved but for such introduction, change or compliance (after taking into account Lender's policies or the policies of such owning or controlling corporation, as the case may be, regarding capital adequacy) by an amount deemed by Lender (in its sole discretion) to be material, then, from time to time, Borrower will pay to Lender such additional amount or amounts as will compensate Lender for such reduction.

(c) Certificate of Lender. A certificate of Lender setting forth such amount or amounts as will be necessary to compensate Lender as specified above and the basis therefor will be delivered to Borrower and will be conclusive absent manifest error. Borrower will pay Lender the amount shown as due on any such certificate within ten (10) Business Days following demand. Failure on the part of Lender to deliver any such certificate will not constitute a waiver of Lender's rights to demand compensation for any particular period or any future period. The protection of this Section will be available to Lender regardless of any possible contention of invalidity or inapplicability of the law, rule or regulation, that results in the claim for compensation under this Section.

1.5 Automated Payments. Payments due from the Borrower shall be initiated by Lender in accordance with the terms of this Agreement and the Note from Borrower's account through BillPayer 2000®. Borrower hereby authorizes Lender to initiate such payments from the account specified on Schedule 1.5 hereto or any other account maintained by the Borrower at the Lender. Borrower acknowledges and agrees that use of BillPayer 2000® shall be governed by the BillPayer 2000® Terms and Conditions, a copy of which Borrower acknowledges receipt. Borrower further acknowledges and agrees to maintain payments hereunder through BillPayer 2000® throughout the term of this Agreement. Each payment hereunder shall be applied first to advanced costs, charges and fees, then to accrued interest, then to principal and then to any other Obligation which is due and payable.

1.6 Waiver. The Lender hereby waives any Default or Event of Default (a) arising under Section 9(a) of the Prior Note to the extent (but only to the extent) that such Section 9(a) would be violated by the incurrence of the Subordinated Indebtedness and (b) arising under Section 9(b) of the Prior Note to the extent (but only to the extent) that such Section 9(b) would be violated by the consummation of the Acquisition in accordance with the Acquisition Documents.

2. Collateral. The Collateral for the repayment of the Obligations will be that granted pursuant to the Security Documents.

3. Representations and Warranties. To induce Lender to enter into this Agreement and to make the advances herein contemplated, Borrower hereby represents and warrants as follows, on the Closing Date (both before and after giving effect to the Acquisition) and on the date that each Loan is made:

3.1 Organization. Each Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, is duly qualified in all jurisdictions where required by the conduct of its business or ownership of its assets, except where the failure to so qualify would not have a Material Adverse Effect and has the power and authority to own and operate its assets and to conduct its business as is now done.

3.2 Latest Financials. The Current Financial Statements as delivered to Lender are true, complete and accurate in all material respects and fairly present Borrower's financial condition, assets and liabilities, whether accrued, absolute, contingent or otherwise and the results of its operations for the periods specified therein. The financial statements included in the Current Financial Statements have been prepared in accordance with GAAP (except as disclosed therein and, except, with respect to unaudited financial statements, for the absence of footnotes, and subject to normal year end adjustments) applied consistently with preceding periods.

3.3 Recent Adverse Changes. Since December 31, 2010, no Company has suffered any Material Adverse Effect and no Company has knowledge of any event or condition which could reasonably be expected to have a Material Adverse Effect.

3.4 Recent Actions. Other than the transactions contemplated by the Acquisition Documents and the Loan Documents, since December 31, 2010, each Company's business has been conducted in the ordinary course and no Company has: (a) incurred any obligations or liabilities, whether accrued, absolute, contingent or otherwise, other than liabilities incurred and obligations under contracts entered into in the ordinary course of business and other than liabilities to Lender, (b) discharged or satisfied any lien or encumbrance or paid any obligations, absolute or contingent, other than current liabilities, in the ordinary course of business, (c) mortgaged, pledged or subjected to lien or any other encumbrance any of its assets, tangible or intangible (other than Permitted Liens), or cancelled any debts or claims except in the ordinary course of business, or (d) made any loans or otherwise conducted its business other than in the ordinary course.

3.5 Title. Except as set forth on Schedule 3.5, each Company has good and valid title to its assets reflected on the most recent balance sheet included in the Current Financial Statements, free and clear from all liens and encumbrances of any kind, except for the Permitted Liens.

3.6 Litigation. Except as set forth on Schedule 3.6, there are no suits or proceedings pending or to the knowledge of any Company threatened against or affecting any Company, and no proceedings before any governmental agency or authority are pending or threatened against any Company.

3.7 Business. No Company is a party to or subject to any agreement or restriction that may have a Material Adverse Effect on such Company. Each Company has all licenses, permits, government authorizations, franchises, patents, trademarks, copyrights and other rights (collectively, the "Rights") necessary to conduct its business, and all are in full force and effect and are not in known conflict with the rights of others except where the failure to have such Rights could not reasonably be expected to have a Material Adverse Effect.

3.8 Laws and Taxes. Each Company is in compliance with all laws, regulations, rulings, orders, injunctions, decrees, conditions or other requirements applicable to or imposed upon such Company by any law or by any governmental authority, court or agency except where non-compliance would not have a Material Adverse Effect. To the knowledge of the Borrower, each Company has filed all required tax returns and reports that are now required to be filed by it in connection with any federal, state and local tax, duty or charge levied, assessed or imposed upon such Company or its assets, including unemployment, social security, and real estate taxes. To the knowledge of the Borrower, each Company has paid all taxes which are now past due and payable other than any taxes which are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP. No taxing authority has asserted or assessed any additional tax liabilities against a Company which are past due, and no Company has filed for any extension of time for the payment of any tax or the filing of any tax return or report.

3.9 Authority. Each Company has full power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party, including entering into the transactions provided for in this Agreement and granting the Liens contemplated by the Loan Documents. The Loan Documents to be executed by each Company, when executed and delivered by such Company, will constitute the legal, valid and binding obligations of such Company enforceable in accordance with their respective terms except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws in effect from time to time affecting the rights of creditors generally and except as such enforceability may be subject to general principles of equity.

3.10 Other Defaults. There does not now exist and, after giving effect to the transactions contemplated hereby, there will not exist, any default or violation by any Company of or under any of the terms, conditions or obligations of: (a) such Company's Articles or Certificate of Incorporation, Certificate of Formation, by-laws, code of regulations, operating agreement or similar constitutional documents; (b) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which such Company is a party or by which such Company is bound; or (c) any law, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon such Company by any law or by any governmental authority, court or agency which, in the case of clause (b) or (c) could reasonably be expected to have a Material Adverse Effect.

3.11 Ownership of Borrower and Subsidiaries. Parent owns all of the issued and outstanding Capital Stock of the Borrower. Except as listed on Schedule 3.11, none of Parent, Borrower or any of their respective Subsidiaries has other Subsidiaries or is a party to any partnership agreement or joint venture agreement. Neither the Borrower nor any of its Subsidiaries has any outstanding options, warrants or contracts to issue additional membership interests or other equity interests of any kind except as set forth on Schedule 3.11.

3.12 ERISA. No “employee welfare benefit” or “employee pension benefit” plans (as defined in Section 3(1) and 3(2), respectively, of ERISA) established or maintained by any Company or its ERISA Affiliates (collectively, the “Plans”), or to which any Company or an ERISA Affiliate contributes, had an accumulated funding deficiency (as such term is defined in Section 302 of ERISA) as of the last day of the most recent fiscal year of such Plan ended prior to the date hereof, and no liability to the Pension Benefit Guaranty Corporation has been, or is expected by such person to be, incurred with respect to any such Plan. As to each Plan which is a defined benefit plan within the meaning of Section 3(35) of ERISA, the value of the assets thereof as of the last day of the most recent Plan fiscal year, as determined by such Plan’s independent actuaries, exceeds the present value, as determined by such actuaries, as of such date of the benefits under such Plan. None of the Plans is a multi-employer plan within the meaning of Section 3(37) of ERISA, and each Company and its ERISA Affiliates have not terminated or withdrawn from or are aware of any withdrawal liability (as defined in Section 4201 of ERISA) assessed against any Company or its ERISA Affiliates with respect to, any defined benefit plan or multi-employer plan in which employees of any such person have participated. The Plans have been administered in compliance with their terms and with all filing, reporting, disclosure and other requirements of ERISA, in each case, in all material respects. Each Plan (together with its related funding instrument) which is an employee pension benefit plan is, or upon establishment by any Company, will satisfy the qualification requirements under Section 401 of the Internal Revenue Code 1986 (the “Code”) and the regulations issued thereunder in all material respects, and each such Plan (and its related funding instrument) have been or, upon establishment by any Company, will have been the subject of a favorable determination letter issued by the Internal Revenue Service holding that such Plan and funding instrument are so qualified or a favorable opinion letter issued by the Internal Revenue Service if the Plan is operated pursuant to a prototype document. No Company or any of its ERISA Affiliates or any of their respective employees or directors, or any Plan fiduciary of any of the Plans, has engaged in any transaction, including the execution and delivery of this Agreement and the Loan Documents, in violation of Section 406(a) or (b) of ERISA or any “prohibited transaction” (as defined in Section 4975(c)(1) of the Code) for which no exemption exists under Section 408(b) of ERISA or Section 4975(d) of the Code or for which no administrative exemption has been granted under Section 408(a) of ERISA, and no “reportable event” (as defined in Section 4043 of ERISA and the government regulations issued thereunder) has occurred in connection with any Plan. No matter is pending relating to any Plan before any court or governmental agency.

3.13 Regulation U. No part of the proceeds of any Loan will be used to purchase or carry any margin stock (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System).

3.14 Real Property. Schedule 3.14 sets forth a true and complete list of all real property owned, leased or otherwise occupied by each Company (the “Property”) and the interest of such Company in such Property. In the case of leased property, the name and address of the landlord or lessor is set forth on Schedule 3.14.

3.15 Environmental Matters.

(a) Each Property and the activities or operations of each Company on the Property are in compliance in all material respects with all applicable federal, state and local, statutes, laws, regulations, ordinances, policies and orders relating to regulation of the environment, health or safety, or contamination or cleanup of the environment (collectively “Environmental Laws”).

(b) Each Company has obtained all material approvals, permits, licenses, certificates, or satisfactory clearances from all governmental authorities required under Environmental Laws with respect to the Property and any activities or operations at the Property.

(c) To the knowledge of each Company, there have not been and are not now any solid waste, hazardous waste, hazardous or toxic substances, pollutants, contaminants, or petroleum (collectively, “Hazardous Substances”) in, on, under or about the Property in violation of Environmental Laws. The use which each Company makes and intends to make of the Property will not result in the deposit or other release of any Hazardous Substances in violation of Environmental Laws.

(d) There have been no complaints, citations, claims, notices, information requests, orders or directives on environmental grounds or under Environmental Laws (collectively “Environmental Claims”) made or delivered to, pending or served on any Company or of which any Company is aware or should be aware (i) issued by any governmental department or agency having jurisdiction over the Property or the activities or operations at the Property, or (ii) issued or claimed by any third party relating to the Property or the activities or operations at the Property.

(e) To the knowledge of each Company, no asbestos-containing materials are installed, used, or incorporated into the Property, and no asbestos-containing materials have been disposed of on the Property.

(f) To the knowledge of each Company, no polychlorinated biphenyls (“PCBs”) are located at, on or in the Property in the form of electrical equipment or devices, including, transformers, capacitors, fluorescent light fixtures with ballasts, cooling oils or any other device or form.

(g) Each Company has provided Lender with copies of all environmental reports, audits and studies prepared within the last five years known to such Company and accessible to such Company, whether in such Company’s possession or otherwise, regarding the Property.

3.16 Indebtedness. Schedule 3.16 sets forth a true and correct list of all Indebtedness of each Company outstanding on the Closing Date both before and after giving effect to the Acquisition and the other transactions contemplated hereby.

3.17 Labor Matters. There are no material strikes or other material labor disputes against any Company pending or, to its knowledge, threatened. The hours worked and payment made to each Company’s employees in all material respects have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters. All payments due

from each Company, or for which any claim may be made against such Company, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on its books. No Company is party to or bound by any collective bargaining agreement and no union represents or purports to represent all or any portion of the employees of any Company.

3.18 Solvency. After giving effect to the Acquisition and the making of each Loan, the Borrower (on a consolidated basis with each of its Subsidiaries) is Solvent.

3.19 Accuracy of Reports. All written information which has been furnished to Lender including, without limitation, the Perfection Certificate, was complete, accurate and correct in all material respects when furnished, and all information which may be furnished to Lender in the future, including any subsequent Perfection Certificate, will be complete, accurate and correct in all material respects when furnished. No written information, report, financial statement (other than projections), certificate, exhibit or schedule furnished by or on behalf of any Company delivered in connection with the negotiation of the Loan Documents or delivered pursuant to any requirement of the Loan Documents contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein not misleading and all projections provided by Borrower or any other Company are based on good faith estimates and assumptions believed by Borrower to be reasonable as of the date thereof.

3.20 Acquisition. The Borrower has delivered to Lender complete and correct copies of the Acquisition Agreement and each of the other documents and agreements executed in connection therewith (collectively, the "Acquisition Documents"), including all schedules and exhibits thereto. The Acquisition Documents set forth the entire agreement and understanding of the Borrower and the parties thereto relating to the subject matter thereof, and there are no other agreements, arrangements or understandings, written or oral, relating to the matters covered thereby. Borrower has the power, and has taken all necessary action (including, any necessary member or comparable owner action) to authorize it, to execute, deliver and perform in accordance with their respective terms the Acquisition Documents to which it is a party. Each of the Acquisition Documents has been duly executed and delivered by Borrower and, to Borrower's knowledge, each of the other parties thereto and is a legal, valid and binding obligation of Borrower and to Borrower's knowledge, such other parties, enforceable against Borrower and to Borrower's knowledge, such other parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance of the Acquisition Documents in accordance with their respective terms does not and will not require any governmental approval or any other consent or approval, other than governmental approvals and other consents and approvals that have been obtained. All conditions precedent to the Acquisition pursuant to the Acquisition Agreement have been fulfilled in all material respects and, as of the Closing Date, the Acquisition Agreement has not been amended or otherwise modified and there has been no breach by the Borrower or, to Borrower's knowledge, any other party thereto, of any term or condition of the Acquisition Documents. Upon consummation of the transactions contemplated by the Acquisition Documents to be consummated at the closing thereunder, the Borrower shall acquire good and legal title to the assets being transferred pursuant to the Acquisition Agreement

4. Affirmative Covenants. From the date of execution of this Agreement until all Obligations to Lender have been fully paid and the Lender's Revolving Commitment has expired or been terminated, Borrower shall and shall cause each other Company to:

4.1 Books, Records and Access to the Collateral. Maintain proper books of account and other records and enter therein complete and accurate entries and records of all of its transactions. The Borrower shall and shall cause each other Company to, upon reasonable notice and during normal business hours, (a) give Lender reasonable access, to the Collateral for the purposes of examining the Collateral and verifying its existence, (b) make available to Lender for examination copies of any reports, statements or returns which such Company may make to or file with any governmental department, bureau or agency, federal or state; provided that Lender shall be deemed to have received all publicly available documents filed by Parent with the Securities and Exchange Commission without the need to separately provide such documents to Lender and (c) be available to Lender, or cause its officers, members, managers, or general partners, as applicable, to be available from time to time upon reasonable notice and during normal business hours to discuss the status of the Loan, its business and any statements, records or documents furnished or made available to Lender in connection with this Agreement.

4.2 Monthly Statements. Furnish to Lender within thirty (30) days after the end of each calendar month, commencing with the month ending November 30, 2011, internally prepared financial statements with respect to such calendar month, which financial statements will: (a) be certified as true and correct by the president or chief financial officer of the Borrower, (b) include a balance sheet as of the end of such period, profit and loss and surplus statements for such period and a statement of cash flows for such period, and (c) be on a consolidated basis for Parent, Borrower and its Subsidiaries.

4.3 Annual Statements. Furnish to Lender within one hundred and twenty (120) days after the end of each fiscal year of Parent, Borrower and its Subsidiaries commencing with the fiscal year ending January 31, 2012, audited financial statements of Parent, Borrower and its Subsidiaries which will (a) include a balance sheet as of the end of such year, profit and loss and surplus statements and a statement of cash flows for such year, (b) be on a consolidated basis for Parent, Borrower and its Subsidiaries, and (c) contain the unqualified opinion (which shall not include any statement as to "going-concern") of an independent certified public accountant acceptable to Lender and its examination will have been made in accordance with generally accepted auditing standards and such opinion will contain a report reasonably satisfactory to Lender of any inconsistency in the application of GAAP with the preceding years' statements, if any.

4.4 Quarterly Compliance Statement. Furnish to Lender with the financial statements referred to in Section 4.2 for the periods ending on each January 31, April 30, July 31 and October 31, commencing with the period ending January 31, 2012, a Compliance Statement in the form of Exhibit A attached hereto, with respect to such calendar quarter, as applicable, which will be in reasonable detail satisfactory to Lender.

4.5 Borrowing Base Certificates. Furnish to Lender a Borrowing Base Certificate in form of Exhibit B attached hereto, setting forth the calculation of the Formula Amount, within thirty (30) days after the end of each calendar month, commencing with the month ending November 30, 2011.

4.6 Monthly Accounts Receivable and Payable Agings Report. Furnish to Lender within thirty (30) days after the end of each calendar month Borrower's Accounts Receivable Agings Report and Accounts Payable Agings Report in form reasonably acceptable to Lender, commencing with the month ending November 30, 2011.

4.7 Projections; Perfection Certificate. Furnish to Lender not later than forty-five (45) days after the end of each fiscal year, projected balance sheets and income statements for the Borrower and its Subsidiaries on a consolidated basis for the subsequent fiscal year together with a narrative business plan relating thereto. Simultaneously with the delivery of the financial statements described in Section 4.3, the Borrower shall, and shall cause each of the other Credit Parties to, deliver a Perfection Certificate updated to reflect all changes in the information set forth therein as of the date of such financial statements.

4.8 Minimum Availability. The Borrower shall maintain Availability equal to or in excess of Minimum Availability at all times.

4.9 Taxes. Pay when due all taxes, assessments and other governmental charges imposed upon it or its assets, franchises, business, income or profits before any penalty or interest accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums which by law if left unpaid would give rise to a Lien upon any of its assets, provided that (unless any item or property would be lost, forfeited or materially damaged as a result thereof) no such charge or claim need be paid if it is being diligently contested in good faith, and if there is established an adequate reserve or other appropriate provision required by GAAP.

4.10 Operations. Continue its business operations in substantially the same manner as at present, except where such operations are rendered impossible by a fire, strike or other events beyond its control; keep its real and personal properties in good operating condition and repair ordinary wear and tear excepted; make all necessary and proper repairs, renewals, replacements, additions and improvements thereto and comply with the provisions of all leases to which each Company is party or under which each Company occupies or holds real or personal property so as to prevent any loss or forfeiture thereof or thereunder.

4.11 Licenses. Maintain in full force and effect all licenses, permits, franchises, governmental authorizations, patents, trademarks, copyrights or other rights necessary for the ownership of its properties and the conduct of its business except where the failure to maintain the foregoing could not reasonably be expected to have a Material Adverse Effect.

4.12 Insurance. At its own cost, obtain and maintain insurance against (a) loss, destruction or damage to its properties and business of the kinds and in the amounts customarily insured against by companies engaged in the same or similar business as the applicable Company in similar geographic areas and, in any event, sufficient in Lender's reasonable judgment to adequately protect Lender's interest in the Collateral, and (b) insurance against public liability and third party property damage of the kinds and in the amounts customarily insured against by businesses

engaged in the same or similar business as the applicable Company in similar geographic areas. All such policies will (i) be issued by financially sound and reputable insurers, (ii) name Lender as an additional insured with respect to liability insurance and, where applicable, as loss payee under a Lender loss payable endorsement reasonably satisfactory to Lender, and (iii) will provide for thirty (30) days written notice to Lender before such policy is altered or canceled, except for ten (10) days notice of cancellation for non-payment. All of the insurance policies required hereby will be evidenced by one or more Certificates of Insurance delivered to Lender by Borrower on the Closing Date and at such other times as Lender may reasonably request from time to time.

4.13 Compliance with Laws. Except where non-compliance could not be reasonably expected to have a Material Adverse Effect, comply with all federal, state and local laws, regulations and orders applicable to each Company or its assets, including all Environmental Laws, and will promptly, and in any event within five Business Days, notify Lender of any violation of any law, regulation or order where such violation could reasonably be expected to have a material adverse effect on the condition of any Company financial or otherwise.

4.14 Environmental Violations.

(a) In the event that any Hazardous Substances are released (as that term is defined under Environmental Laws) at or from the Property, or are otherwise found to be in, on, under, about or migrating to or from the Property in violation of Environmental Laws or in excess of cleanup levels established under Environmental Laws, promptly, and in any event with five Business Days of any Company gaining knowledge of such release or other presence, notify Lender in writing and will promptly commence such action as may be appropriate or required by any Company with respect to such conditions, including, but not limited to, investigation, removal and cleanup thereof, and deposit with Lender cash collateral, letter of credit, bond or other assurance of performance in form, substance and amount reasonably acceptable to Lender to cover the cost of such action. Upon written request, Borrower will provide Lender with updates on the status of each Company's actions to resolve or otherwise address such conditions, until such time as such conditions are fully resolved to the satisfaction of Lender, as determined by Lender in the exercise of its reasonable discretion.

(b) In the event any Company receives notice of an Environmental Claim from any governmental agency or other third party alleging a violation of or liability under Environmental Laws with respect to the Property or such Company's activities or operations at the Property, promptly, and in any event within five Business Days, notify Lender in writing and will commence such action as may be appropriate or required with respect to such Environmental Claim. Upon request, Borrower will provide Lender with updates on the status of each Company's actions to resolve or otherwise address such Environmental Claim, until such claim has been fully resolved to the satisfaction of Lender, as determined by Lender in the exercise of its reasonable discretion.

4.15 Acquisition of Assets. Other than any property subject to a Lien described in clause (e) of the definition of Permitted Lien, not acquire any assets, real or personal, unless such assets are automatically covered by the existing Security Documents or within ten days of such acquisition, the applicable Credit Party delivers to Lender a mortgage, pledge or security agreement to encumber such asset in favor of Lender.

4.16 Accounts. Maintain all deposit accounts at Lender, and maintain Lender as the sole bank of account of Parent, Borrower and their Subsidiaries; provided, however, that for a period of not more than sixty (60) days after the Closing Date, Acquisition Sub. may maintain a deposit account with Ameris Bank so long as any amounts credited to such account in excess of \$50,000 are promptly and, in any event, within one Business Day transferred to an account of a Company maintained with Lender.

4.17 ERISA Compliance. Comply in all material respects with the applicable provisions of ERISA and furnish to Lender: (i) as soon as possible, and in any event within 30 days after any officer, member, manager, or general partner, as applicable, of any Company or any ERISA Affiliate knows or has reason to know that any Reportable Event has occurred that alone or together with any other Reportable Event could reasonably be expected to result in liability of any Company to the PBGC in an aggregate amount exceeding \$25,000, a statement of a financial officer setting forth details as to such Reportable Event and the action that such Company proposes to take with respect thereto, together with a copy of the notice of such Reportable Event, if any, given to the PBGC, (ii) promptly after receipt thereof, a copy of any notice any Company or any ERISA Affiliate may receive from the PBGC relating to the intention of the PBGC to terminate any Plan or Plans (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) or to appoint a trustee to administer any such Plan, (iii) within 10 days after the due date for filing with the PBGC pursuant to Section 412(n) of the Code of a notice of failure to make a required installment or other payment with respect to a Plan, a statement of its financial officer setting forth details as to such failure and the action that such Company proposes to take with respect thereto together with a copy of any such notice given to the PBGC and (iv) promptly and in any event within 30 days after receipt thereof by any Company or any ERISA Affiliate from the sponsor of a Multiemployer Plan, a copy of each notice received by any Company or any ERISA Affiliate concerning (A) the imposition of Withdrawal Liability in an amount exceeding \$25,000, or (B) a determination that a Multiemployer Plan is, or is expected to be, terminated or in reorganization, both within the meaning of Title IV of ERISA, and which, in each case, is expected to result in an increase in annual contributions of any Company or an ERISA Affiliate to such Multiemployer Plan in an amount exceeding \$25,000.

4.18 Certain Notices. Notify Lender in writing within three Business Days after any Company has knowledge of (a) the occurrence of any Default or Event of Default, (b) the commencement of any litigation, investigation or proceeding which may exist at any time between any Company and any Person, including, without limitation, any governmental agency or authority, other than collection actions in the ordinary course to collect Accounts owed to a Company in amounts with respect to any single customer not to exceed \$25,000 and, in the aggregate at anytime, not exceeding \$100,000, and (c) any development that is reasonably expected to have a Material Adverse Effect.

4.19 Business Opportunities. Not divert any of its material business or opportunities to any other business entity in which any Company or its Affiliates may hold a direct or indirect interest.

5. Negative Covenants. From the date of execution of this Agreement until all Obligations to Lender have been fully paid and the Lender's Revolving Commitment has expired or been terminated, Borrower shall not, and shall not permit any other Company to:

5.1 Debt. Incur, or permit to exist, any Indebtedness other than: (a) the Loans and any subsequent Indebtedness to Lender; (b) the Subordinated Indebtedness, (c) so long as the Seller Subordination Agreement is in full force and effect, the Seller Indebtedness, (d) open account obligations incurred in the ordinary course of business having maturities of less than 90 days, (e) equipment leases and Indebtedness related to "purchase money security interest" purchases not to exceed \$100,000 outstanding at any time which, if secured, are secured solely by the asset financed with such Indebtedness, (f) Indebtedness arising under leases of the Property and (g) subject to Section 5.9, Indebtedness consisting of intercompany loans and advances made by and among the Credit Parties, provided that each such Credit Party shall have executed and delivered to each other Credit Party, on the Closing Date, a demand note (collectively, the "Intercompany Notes") to evidence any such intercompany Indebtedness owing at any time by such Credit Party to each other Credit Party which Intercompany Notes shall be in form and substance reasonably satisfactory to Lender and shall be pledged and delivered to Lender pursuant to Security Agreement as additional collateral security for the Obligations.

5.2 Liens. Incur, create, assume, become or be liable in any way, or suffer to exist any Lien on any of its assets, now or hereafter owned, other than Permitted Liens.

5.3 Minimum Adjusted EBITDA. Permit Adjusted EBITDA as of the end of any fiscal quarter to be less than the amount set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis (except as otherwise provided in the definition of Adjusted EBITDA):

<u>Four Quarters Ending</u>	<u>Amount</u>
January 31, 2012 and each April 30, July 31, October 31, and January 31 thereafter	\$ 3,500,000

5.4 Fixed Charge Coverage Ratio. Permit its Fixed Charge Coverage Ratio for the fiscal quarter ending January 31, 2012 and each April 30, July 31, October 31, and January 31 thereafter to be less than 1.50:1 calculated quarterly for the period from October 31, 2011 to the date of measurement for the quarters ending January 31, 2012, April 30, 2012 and July 31, 2012 and on a trailing four (4) quarter basis thereafter.

5.5 Funded Debt to Adjusted EBITDA. Permit its ratio of Funded Debt (on a consolidated basis for Parent, Borrower and its Subsidiaries) to Adjusted EBITDA as of the end of any fiscal quarter to exceed the ratio set forth below opposite such fiscal quarter calculated quarterly on a trailing four (4) quarter basis (except as otherwise provided in the definition of Adjusted EBITDA):

<u>Four Quarters Ending</u>	<u>Ratio</u>
January 31, 2012 and each April 30, July 31, October 31, and January 31 thereafter	1.75:1

5.6 Ownership and Management. Permit (a) a Change of Control to occur, (b) Parent to own less than all of the issued and outstanding Capital Stock of Borrower or (c) permit any Person other than the Borrower or another Credit Party to own any of the issued and outstanding capital stock of any Subsidiary.

5.7 Dividends. Declare or pay any Restricted Payment in respect of its Capital Stock; provided, however, that any Subsidiary of Borrower may make dividends or distributions to the Borrower.

5.8 Redemptions; Amendments. (a) Purchase, retire, redeem or otherwise acquire for value, directly or indirectly, shares of its Capital Stock, membership units, or partnership interests, now or hereafter outstanding or prepay any Indebtedness other than the Obligations (to the extent permitted hereunder) or (b) pay in cash any portion of the Seller Indebtedness directly or indirectly or pay in cash any portion of the Earnout Consideration (as defined in the Asset Purchase Agreement).

5.9 Investments. Except as set forth on Schedule 3.11, purchase or hold beneficially any stock, other securities or evidences of indebtedness of, or make any investment or acquire any interest whatsoever in, any other Person other than (a) the Acquisition, (b) investments in any Credit Party, (c) investments permitted by Section 5.13 and (d) short term investments of excess working capital invested in certificates of deposit or time deposits of the Lender.

5.10 Merger, Acquisition or Sale of Assets. Merge or consolidate with or into any other Person or acquire all or substantially all the assets of any Person, except (a) the Acquisition, (b) any consolidation or merger among Credit Parties; provided that to the extent that the Borrower is involved in such consolidation or merger, the Borrower is the surviving entity and (c) transactions described in Section 5.12.

5.11 Advances and Loans. Except as otherwise permitted by this Agreement, lend money, give credit or make advances (other than advances not to exceed \$25,000 for any one employee and \$100,000 in the aggregate outstanding at any time and other reasonable and ordinary advances to cover reasonable expenses of employees, such as travel expenses) to any Person, including, without limitation, Affiliates.

5.12 Subsidiaries. Acquire any Subsidiaries, create any Subsidiaries, or enter into any partnership or joint venture agreements; provided, however, that (a) the Borrower may create one or more Subsidiaries from time to time so long as Borrower owns all of the issued and outstanding Capital Stock of such Subsidiary at the time of the creation of such Subsidiary (and executes or amends and supplements the Pledge Agreement to provide for the grant and perfection of a security interest in such Capital Stock in favor of Lender), and such Subsidiary executes and delivers a Guaranty of the Obligations and a Security Agreement pledging its assets and properties as security for the Obligations, in each case, in form and substance reasonably acceptable to the Lender and (b) the Borrower may enter into partnership or joint venture agreement so long as (i) at the time of the execution of such partnership or joint venture

agreement, the Borrower pledges its interest in the partnership or joint venture and (ii) the aggregate fair market value of all cash or other property invested in all such partnership or joint venture does not exceed \$50,000 (net of cash returns on such partnership or joint venture).

5.13 Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate unless such transaction is on fair and reasonable terms no less favorable to such Company than such Company would obtain in a comparable arm's length transaction with a non-Affiliate.

5.14 Asset Sales. Effect any Asset Sale, or agree to effect any Asset Sale, except that the following shall be permitted:

(a) disposition of used, worn out, obsolete or surplus property by any Company in the ordinary course of business or property exchanged for like property;

(b) Asset Sales; *provided* that the aggregate consideration received in respect of all other Asset Sales pursuant to this clause (b) shall not exceed \$250,000 in any four consecutive fiscal quarters of Borrower and the Net Cash Proceeds of such Asset Sales are applied in accordance with Section 1.1(b)(ii); and

(c) Investments in compliance with Section 5.9.

5.15 No Negative Pledge. Enter into any agreement, instrument, deed or lease which prohibits or limits the ability of such Company to create, incur, assume or suffer to exist any Lien upon any of its properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any security for an obligation if security is granted for another obligation, except the following: (a) this Agreement and the other Loan Documents, (b) covenants in capital leases or agreements relating to purchase money financings prohibiting further Liens on the properties encumbered thereby; and (c) any prohibition or limitation that (i) exists pursuant to applicable law or (ii) restricts subletting or assignment of any lease governing a leasehold interest of the Borrower or a Subsidiary

5.16 Government Regulation. (a) Be or become subject at any time to any law, regulation, or list of any government agency (including, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower and its Subsidiaries or (b) fail to provide documentary and other evidence of Borrower's or its Subsidiaries' identity as may be requested by Lender at any time to enable Lender to verify such identity or to comply with any applicable law or regulation, including, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

6. Events of Default. Each of the following shall constitute an Event of Default hereunder:

6.1 Non-Payment. The nonpayment of any principal amount of any Loan when due, whether by acceleration or otherwise, or the nonpayment of any interest on any Loan when due or the nonpayment of any other Obligation within five days of the date when due;

6.2 Covenants. The default in the due observance of (a) the covenants set forth in Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.12, 4.15, 4.16, or 4.18, or Sections 5.1 through 5.16 inclusive or (b) any other covenant or agreement to be kept or performed by it under the terms of this Agreement or any of the Loan Documents and, in the case of clause (b), the failure or inability of it to cure such default within 15 days of the occurrence thereof;

6.3 Representations and Warranties. Any representation or warranty made by it in this Agreement, in any of the other Loan Documents or in any report, certificate, opinion, financial statement or other document furnished in connection with the Obligations is false or erroneous in any material respect as of the date when made;

6.4 Bankruptcy, etc. Borrower or any other Company (a) dissolves or is the subject of any dissolution, a winding up or liquidation (except as permitted by this Agreement); (b) makes a general assignment for the benefit of creditors or generally fails to pay its debts as and when due; or (c) files or has filed against it a petition in bankruptcy, for a reorganization or an arrangement, or for a receiver, trustee or similar creditors' representative for any substantial portion of such Company's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and if filed against it, the same has not been dismissed or discharged within 60 days thereof;

6.5 Execution and Attachment. The commencement of any foreclosure proceedings, proceedings in aid of execution, attachment actions, levies against, or the filing by any taxing authority of a lien against it or against any material portion of the Collateral;

6.6 Judgments. The entry of a final judgment for the payment of money involving more than \$50,000 against Borrower or any other Company and the failure by it to discharge the same, or cause it to be discharged, within 30 days from the date of the order, decree or process under which or pursuant to which such judgment was entered, or to secure a stay of execution pending appeal of such judgment or the entry of one or more final monetary or non-monetary judgments or orders which, singly or in the aggregate, does or could reasonably be expected to: (a) cause a material adverse change in the value of the Collateral or the condition (financial or otherwise), operations, properties or prospects of the Parent, the Borrower and their Subsidiaries taken as a whole, (b) have a material adverse effect on the ability of any Company to perform its obligations under this Agreement or the other Loan Documents, or (c) have a material adverse effect on the rights and remedies of Lender under this Agreement or any other Loan Document;

6.7 Impairment of Security. (a) Any Loan Document or any transfer, grant, pledge, mortgage or assignment by the party executing a Security Document in favor of Lender ceases to be valid and binding except in accordance with its terms; (b) any party, other than Lender, to a Loan Document asserts that any Loan Document is not a legal, valid and binding obligation of it enforceable in accordance with its terms; (c) Lien purporting to be created by any of the Security Documents ceases to be or is asserted by any party to any Security Document (other than Lender) not to be a valid, perfected Lien subject to no Liens other than Liens not prohibited by this Agreement or any Security Document (unless it ceases to be valid by the action or inaction of Lender or as otherwise permitted by the terms of the Loan Documents); or (d) any Security Document is amended, subordinated, terminated or discharged, or any person is released from any of its covenants or obligations except to the extent that Lender expressly consents in writing thereto;

6.8 Other Indebtedness of Lender's Affiliates. A default with respect to any evidence of Indebtedness by Borrower or any other Company (other than to Lender pursuant to this Agreement) to any of Lender's Affiliates, if the effect of such default is to permit the holder thereof to cause such Indebtedness to become due prior to the stated maturity thereof;

6.9 Other Indebtedness. (a) a Default or Event of Default shall occur under the Subordinated Indebtedness or (b) a default with respect to any evidence of Indebtedness of the Borrower in excess of \$50,000 (other than to Lender or Lender's Affiliate), if the effect of such default is to permit the holder thereof to cause such Indebtedness to become due prior to the stated maturity thereof, or if any Indebtedness of Borrower in excess of \$50,000 (other than to Lender or Lender's Affiliate) is not paid when due and payable, whether at the due date thereof or a date fixed for prepayment or otherwise (after the expiration of any applicable grace period);

then immediately upon the occurrence of any of the Event of Default described in Section 6.4 and at the option of the Lender upon the occurrence of any other Event of Default and during the continuance thereof, the Loan, the Note and all other Obligations immediately will mature and become due and payable and any commitment to make Revolving Credit Loans will terminate, in each case, without presentment, demand, protest or notice of any kind which are hereby expressly waived. After the occurrence of any Event of Default and during the continuance thereof, Lender is authorized without notice to anyone to offset and apply to all or any part of the Obligations all moneys, credits and other property of any nature whatsoever of Borrower or any other Company now or at any time hereafter in the possession of, in transit to or from, under the control or custody of, or on deposit with (whether held by Borrower or such Company individually or jointly with another party), Lender or any of Lender's Affiliates. The rights and remedies of Lender upon the occurrence of any Event of Default and during the continuance thereof will include but not be limited to all rights and remedies provided in the Security Documents and all rights and remedies provided under applicable law. Borrower waives any requirement of marshalling of the assets covered by the Security Documents upon the occurrence of any Event of Default. Upon or at any time after the occurrence of an Event of Default and during the continuance thereof, Lender may request the appointment of a receiver of the Collateral. Such appointment may be made without notice, and without regard to (i) the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Obligations; and (ii) the value of the Collateral at such time. Such receiver will have the power to take possession, control and care of the Collateral and to collect all accounts resulting therefrom. Notwithstanding the appointment of any receiver, trustee, or other custodian, Lender will be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Loan Agreement or any Security Documents to Lender.

7. Conditions Precedent.

7.1 Conditions Precedent to Initial Loan. The obligation of Lender to make the initial Loan to Borrower under this Agreement on the Closing Date is subject to the satisfaction or waiver of the following conditions precedent (in form, substance and action as is satisfactory to Lender, in its sole discretion):

(a) Certified Copies of Charter Documents. Lender shall have received from each Credit Party a copy, certified by a duly authorized officer of such Credit Party to be true and complete on and as of the Closing Date, of each of the charter or other organization documents of such Credit Party as in effect on such date of certification (together with all, amendments thereto) and a certificate from the Secretaries of State of Ohio, Delaware and Georgia as to the “good standing” of the Borrower and each other Credit Party;

(b) Proof of Appropriate Action. Lender shall have received from each Credit Party, a copy, certified by a duly authorized officer of such Credit Party to be true and complete on and as of the Closing Date, of the records of all action taken by such Credit Party to authorize the execution and delivery of this Agreement and any other Loan Document entered into on the Closing Date and to which it is a party or is to become a party as contemplated or required by this Agreement, and its performance of all of its agreements and obligations under each of such documents;

(c) Incumbency Certificates. Lender shall have received from each Credit Party, an incumbency certificate, dated the Closing Date, signed by a duly authorized officer of such Credit Party and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of such Credit Party, this Agreement and each of the other Loan Documents to which such Credit Party is or is to become a party on the Closing Date, and to give notices and to take other action on behalf of such Credit Party under such documents;

(d) Loan Documents, Etc. (i) The Note and the other Loan Documents shall have been duly and properly authorized, executed and delivered to the Lender by the respective party or parties thereto and shall be in full force and effect on and as of the Closing Date and, (ii) Lender shall be satisfied with the due diligence associated with the preparation of the Loan Documents;

(e) Legality of Transactions. No change in applicable law shall have occurred as a consequence of which it shall have become and continue to be unlawful for Lender to perform any of their agreements or obligations under this Agreement, the Note, or under any of the other Loan Documents, or for any Credit Party to perform any of its agreements or obligations under this Agreement, the Note, or under any of the other Loan Documents;

(f) Repayment of Indebtedness. Lender shall have received evidence of the repayment or defeasance of all Indebtedness (other than any Indebtedness set forth on Schedule 3.16 which is specified to survive the Closing Date) and the release of all Liens securing such Indebtedness.

(g) Legal Opinions. Lender shall have received a written legal opinion of counsel to the Credit Parties, addressed to the Lender, dated the Closing Date, in form and substance satisfactory to Lender;

(h) Consents. Lender shall have received from each Credit Party the copies of all consents necessary for the completion of the transactions contemplated by this Agreement, the Note, each of the other Loan Documents, and all instruments and documents incidental thereto;

(i) Subordinated Debt. Each of the conditions to the funding of the Subordinated Indebtedness shall have been satisfied;

(j) Acquisition. (i) Lender shall have received copies, certified as true and correct by an officer of Borrower of each Acquisition Document, and (ii) prior to, or contemporaneous with, the funding of the initial Loans hereunder, the Acquisition shall have been completed on the terms set forth in the Acquisition Agreement;

(k) Closing Availability. After giving effect to the Acquisition and the initial borrowing of the Term Loan and the Revolving Credit Loans on the Closing Date, Availability shall not be less than Minimum Availability.

(l) Closing Fees and Expenses. Borrower shall have paid all fees and expenses due hereunder including the fees and expenses due pursuant to Section 8;

(m) Changes; None Adverse. From the date of the Current Financial Statements to the Closing Date, no changes shall have occurred in the assets, liabilities, financial condition, business, operations or prospects of any Company which, individually or in the aggregate, are materially adverse to the Parent, the Borrower and their Subsidiaries taken as a whole;

(n) Financial Statements and Other Information. Lender shall have received the Current Financial Statements certified by an officer of each Company, and Lender shall have been satisfied that such Current Financial Statements accurately reflect the financial status and condition of each Company;

(o) UCC Searches. Lender shall have received a report from a UCC search firm acceptable to Lender describing any effective financing statements, judgment liens, tax liens or any other Lien and Lender shall be satisfied with the nature and extent of such Liens;

(p) Insurance Certificates. The Lender shall have received insurance certificates evidencing the coverage required by Section 4.12 hereof;

(q) Engagement Letter. Parent, Borrower and Lender shall have executed and delivered an engagement letter relating to certain future financing transactions and such other matters as Lender may reasonably request; and

(r) Additional Materials. Lender shall have received such additional documents, instruments or agreements as Lender may reasonably request.

7.2 Additional Advances. Lenders obligation to make any Loan, including the initial advance is subject to the condition precedent that:

(a) No Defaults. There does not exist any Default or Event of Default;

(b) Accuracy. The representations and warranties contained in this Agreement, the Security Documents, and in each other Loan Document or provided by a third party at the request of Borrower, and in any document delivered in connection therewith will be true and accurate on and as of such date (unless such representation or warranty specifically relates to an earlier date in which case, such representation or warranty shall have been true and correct as of such earlier date) in all material respects; and

(c) Other Documents. Lender will have received such other documents, instruments or agreement as Lender may reasonably request.

7.3 Borrowing Representations. Each borrowing by Borrower hereunder will constitute a representation and warranty by Borrower as of the date of such borrowing that the conditions set forth in Section 7.1 and 7.2 have been satisfied.

8. Closing Expenses. Borrower will pay Lender immediately upon the execution of this Agreement all expenses and Attorneys' Fees incurred by Lender in connection with the preparation, execution and delivery of this Agreement and the other Loan Documents and the consummation of the transactions contemplated hereby, together with all: (a) recording fees and taxes; (b) survey, appraisal and environmental report charges; and (c) title search and title insurance charges, including any stamp or documentary taxes, charges or similar levies which arise from the payment made hereunder or from the execution, delivery or registration of any Security Document or this Agreement. If Borrower fails to pay such fees, Lender is entitled to disburse such sums as an advance under any Note.

9. Post-Closing Expenses. To the extent that Lender incurs any costs or expenses in protecting or enforcing its rights under the Loan Documents or observing or performing any of the conditions or obligations of Borrower or any other Credit Party thereunder, including but not limited to reasonable Attorneys' Fees in connection with litigation, preparation of amendments or waivers, present or future stamp or documentary taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of any Security Document or this Agreement, such costs and expenses will be due on demand, will be included in the Obligations and will bear interest from the incurring or payment thereof at the Default Rate.

10. Representations and Warranties to Survive. All representations, warranties, covenants, indemnities and agreements made by Borrower and the other Credit Parties herein and in the Security Documents will survive the execution and delivery of this Agreement, the Security Documents and the issuance of any Note.

11. Definitions. For purposes hereof:

11.1 Accounting Terms; UCC. Each accounting term not defined or modified herein will have the meaning given to it under generally accepted accounting principles in effect in the United States of America from time to time ("GAAP"). All other terms contained in this Agreement and not otherwise defined herein will, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code of the State of Minnesota to the extent the same are defined therein.

11.2 Other Terms. The following terms shall have the meanings specified below:

“Accounts Payable Agings Report” means a report from Borrower to Lender setting forth in reasonable detail reasonably satisfactory to Lender the agings of Borrower’s accounts payable.

“Accounts Receivable Agings Report” means a report from Borrower to Lender setting forth in reasonable detail reasonably satisfactory to Lender agings of Borrower’s Accounts.

“Acquisition” means, the acquisition by Acquisition Sub. of the assets of Target pursuant to the Acquisition Documents.

“Acquisition Agreement” means the Asset Purchase Agreement, dated as of December 6, 2011 among Target, the members of Target, Acquisition Sub. and Parent.

“Acquisition Documents” has the meaning set forth in Section 3.22.

“Acquisition Sub.” means IPP Acquisition, LLC, a Georgia limited liability company.

“Adjusted EBITDA” means, for Parent and its Subsidiaries, on a consolidated basis, for any period, net income (determined in accordance with GAAP) *plus*, in each case to the extent deducted in determining net income, (a) interest expense, income tax expense, depreciation and amortization, non-cash share-based compensation expense and other extraordinary, non-cash expense and (b) transaction fees, costs and expenses incurred in connection with the Acquisition in an aggregate amount not to exceed \$200,000 of which 25%, 50%, 75% and 100% of such fees, costs and expenses shall be included in the period incurred for purposes of the calculation of Adjusted EBITDA for the periods ending January 31, 2012, April 30, 2012, July 31, 2012 and October 31, 2012, respectively *minus*, to the extent included in determining net income, any non-cash gains; provided however that, for purposes of Section 5.3 and 5.5, for purposes of calculating Adjusted EBITDA on a trailing four quarter basis (a) for the period ending January 31, 2012, Adjusted EBITDA shall be the product of 4.0 and Adjusted EBITDA for the quarter ending January 31, 2012, (b) for the period ending April 30, 2012, Adjusted EBITDA shall be the product of 2.0 and Adjusted EBITDA for the quarters ending January 31, 2012 and April 30, 2012 and (c) for the period ending July 31, 2012, Adjusted EBITDA shall be the product of 1.33 and Adjusted EBITDA for the quarters ending January 31, 2012, April 30, 2012 and July 31, 2012.

“Adjusted LIBO Rate” means, as of any date of determination, an interest rate per annum equal to the rate obtained by dividing (x) the LIBO Rate in effect from time to time by (y) a percentage equal to one hundred percent (100%) minus the Reserve Percentage.

“Affiliate” means any Person under common control or having similar equity holders owning at least ten percent (10%) thereof, whether such common control is direct or indirect. All of any Person’s direct or indirect parent corporations, partners, Subsidiaries, and the officers, shareholders, members, directors and partners of any of the foregoing and persons related by blood or marriage to any of the foregoing will be deemed to be a Person’s Affiliates for purposes of this Agreement.

“Applicable Margin” means three and one-quarter percent (3.25%).

“Attorneys’ Fees” means all fees, costs and expenses of the attorneys (and all paralegals and other staff employed by such attorneys) employed by Lender from time to time to: (i) take any action in or with respect to any suit or proceedings (bankruptcy or otherwise) relating to the Collateral or this Agreement; (ii) protect, collect, lease or sell, any of the Collateral; (iii) attempt to enforce any Lien on any of the Collateral or to give any advice with respect to such enforcement; (iv) enforce any of Lender’s rights to collect any of the Obligations; (v) give Lender advice with respect to this Agreement, including but not limited to advice in connection with any default, workout or bankruptcy; (vi) prepare any amendments, restatements or waivers to this Agreement or any of the documents executed in connection with any of the Obligations.

“Availability” means, at any time, the sum of (a) the Maximum Amount *minus*, the sum of the principal amount of the outstanding Revolving Credit Loans at such time and (b) unrestricted cash of the Credit Parties credited to one or more accounts of a Credit Party maintained with Lender.

“Base Rate” means, for any day, a rate per annum equal to the sum of (a) three percent (3.00%) and (b) the greatest of (i) the Prime Rate in effect on such day and (ii) the weighted average of the rates on overnight federal funds transactions, as published by the Federal Reserve Bank of New York in effect for any such day (or if such day is not a Business Day, the immediately preceding Business Day) plus $\frac{1}{2}$ of 1% and (iii) the Adjusted LIBO Rate on such day (or if such date is not a LIBOR Business Day, the immediately preceding LIBOR Business Day) plus 1.0%. Any change in the Base Rate due to a change in the Prime Rate or the Federal funds rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate or the Federal funds rate or the Adjusted LIBO Rate.

“Business Day” means any day excluding Saturday, Sunday and any other day on which banks are required or authorized to close in Cincinnati, Ohio.

“Capital Stock” means with respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property of, such partnership, whether outstanding on the date hereof or issued after the Closing Date.

“Change of Control” means

(a) any “Person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), together with its Affiliates, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause such Person or group shall be deemed to have “beneficial ownership” of all securities that such Person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of an amount of Capital Stock of Parent entitled to 35% or more of the total voting power of Parent; or

(b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of Parent (together with any new directors whose election to such Board of Directors or whose nomination for election was approved by a vote of a majority of the members of the Board of Directors of Parent, which members comprising such majority are then still in office and were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of Parent.

For purposes of this definition, a Person shall not be deemed to have beneficial ownership of Capital Stock subject to a stock purchase agreement, merger agreement or similar agreement until the consummation of the transactions contemplated by such agreement.

“Closing Date” means the first Business Day on which the conditions specified in Sections 7.1 and 7.2 have been satisfied.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means any property, real or personal, tangible or intangible, now or in the future securing the Obligations, including but not limited to the “Collateral” as defined in the Security Agreement and the “Collateral” as defined in the Pledge Agreement.

“Company” means collectively, the Parent, Borrower and each of their respective Subsidiaries.

“Credit Party” means collectively, the Borrower and each Guarantor.

“Current Financial Statements” means (a) as of the Closing Date, the audited financial statements of the Target for the period ending December 31, 2010 and the unaudited financial statements of the Target for the period ending June 30, 2011 which such financial statement shall comply with Section 4.2 or 4.3 and (b) after the Closing Date, the most current financial statements, tax returns and other documents with respect to Borrower delivered to Lender pursuant to Section 4.

“Debtor” means all Persons obligated with respect to an Account, General Intangible or Payment Intangible, including any guarantor or surety.

“Default” means any event or condition that with the passage of time or giving of notice, or both, would constitute an Event of Default.

“Default Rate” means four percent (4%) per annum plus the highest rate of interest that would otherwise be in effect with respect to any Loan but not more than the highest rate permitted by applicable law.

“Eligible Accounts” means, as of the relevant date of determination, those trade accounts arising in the ordinary course of business that: (i) shall be due and payable within 90 days from the invoice date, (ii) have been validly assigned to Lender and in which Lender has a first priority, perfected security interest, (iii) strictly comply with all of Borrower’s warranties and representations to Lender in the Loan Documents, (iv) with regard to which Borrower strictly complies with its covenants with Lender in the Loan Documents and (v) with respect to which

goods or services give rise to such account have been shipped or performed and accepted by the Account Debtor; provided that Eligible Accounts shall not include the following: (a) Accounts with respect to which the Account Debtor is a shareholder, officer, employee or agent of Parent, Borrower or any Subsidiary, or a corporation more than 5% of the stock of which is owned by any of such persons; (b) Accounts with respect to which the Account Debtor is not a resident of the United States or Canada; (c) Accounts with respect to which the Account Debtor is the United States or any department, agency or instrumentality of the United States unless Borrower has assigned its interests in such Accounts to Lender pursuant to Federal Assignment of Claims Act or Lender has expressly waived that requirement with respect to specific receivables; (d) Accounts with respect to which the Account Debtor is any State of the United States or any city, town municipality or division thereof that requires Borrower to support its obligations to such Account Debtor with a performance bond issued by a surety company; (e) Accounts with respect to which the Account Debtor is a subsidiary of, related to, affiliated or has common officers or directors with Borrower, (f) any Accounts of a particular Account Debtor if Borrower is or may become liable to that Account Debtor for goods sold or services rendered by that Account Debtor to Borrower or if such Account Debtor has any other right of set off against Borrower, (g) any Accounts owed by a particular Account Debtor, other than the U.S. Government, or a department or agency thereof, which exceed 20% of all Eligible Accounts; (h) any and all Accounts owed by a particular Account Debtor more than 90 days old from the invoice date; (i) any Accounts owed by an Account Debtor who does not meet Lenders standards of creditworthiness, in Lender's sole credit judgment exercised in good faith; (j) any Accounts owed by any Account Debtor which has filed or has had filed against it a petition for bankruptcy, insolvency, reorganization or any other type of relief under insolvency laws; (k) any Accounts owed by an Account Debtor which has made an assignment for the benefit of creditors; (l) any Accounts owed by an Account Debtor if more than 25% of the Account(s) of such Account Debtor have remained due or unpaid for more than 90 days after the date of the original invoice issued by the Borrower, with respect to the sale giving rise thereto and (m) any Accounts deemed to be ineligible by Lender based upon credit and collateral considerations as Lender may deem appropriate, in Lender's sole judgment exercised in good faith.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is a member of a group of which Borrower is a member and which is treated as a single employer under Section 414 of the Code.

"ERISA" means the Employee Retirement Income Security Act of 1974, or any successor statute, as amended from time to time.

"Event of Default" means any of the events listed in Section 6.

"Fixed Charge Coverage Ratio" means for Parent and its Subsidiaries, on a consolidated basis, in each case, without duplication, for any period, the ratio of (a) Adjusted EBITDA minus the sum of (i) Unfunded Cap Ex, (ii) income tax paid in cash, (iii) dividends and other distributions paid in cash, to (b) the sum of (i) interest expense (including the interest portion of any lease which is capitalized in accordance with GAAP) payable in cash, plus (ii) all principal payments with respect to Indebtedness that were paid or were due and payable (including the principal portion of any lease which is capitalized in accordance with GAAP).

“Formula Amount” means 80% (or such lesser percentage as Lender shall determine based on its reasonable credit judgment) of the net amount of Borrower’s Eligible Accounts.

“Funded Debt” means the principal amount of (i) all obligations owing in respect of the Loans, (ii) all obligations owing in respect of the Subordinated Loan, and (iii) any other Indebtedness other than Indebtedness which is subordinate to the prior payment of the Loan pursuant to a subordination agreement in form and substance satisfactory to the Lender including the Seller Indebtedness so long as the Seller Subordination Agreement is in full force and effect.

“Guarantor” means each of (a) Parent and (b) each Subsidiary of the Borrower, whether now existing or hereafter created.

“Hazardous Wastes”, “hazardous substances” and “pollutants or contaminants” means any substances, waste, pollutant or contaminant now or hereafter included with any respective terms under any now existing or hereinafter enacted or amended federal, state or local statute, ordinance, code or regulation, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (“CERCLA”).

“Indebtedness” of any Person means (in each case, whether such obligation is with full or limited recourse but if with limited recourse, to the amount of such recourse) (i) any obligation of such Person for borrowed money, (ii) any obligation of such Person evidenced by a bond, debenture, note or other similar instrument, (iii) any obligation of such Person to pay the deferred purchase price of property or services, except a trade account payable that arises in the ordinary course of business but only if and so long as the same is payable on customary trade terms, (iv) any obligation of such Person as lessee under a capital lease which is capitalized in accordance with GAAP, (v) any capital stock of such Person which is required to be redeemed by such Person upon the occurrence of any event not within the control of such Person or at any date, (vi) any obligation of such Person to purchase securities or other property that arises out of or in connection with the sale of the same or substantially similar securities or property, (vii) any non-contingent obligation of such Person to reimburse any other Person in respect of amounts paid under a letter of credit or other guaranty issued by such other Person to the extent that such reimbursement obligation remains outstanding after it becomes non-contingent, (viii) any obligations under any Rate Management Agreement except that if any Rate Management Agreement relating to such obligation provides for the netting of amounts payable by and to the applicable Person thereunder or if any such Rate Management Agreement provides for the simultaneous payment of amounts by and to the applicable Person, then, in each such case, the amount of such obligation shall be the net amount thereof, (ix) any Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien on any asset of such Person and (x) any Indebtedness of others guaranteed by such Person.

“Lender’s Affiliate” means any person, partnership, joint venture, company or business entity under common control or having similar equity holders owning at least ten percent (10%) thereof with Lender, whether such common control is direct or indirect. All of Lender’s direct or indirect parent corporations, sister corporations, and subsidiaries will be deemed to be a Lender’s Affiliate for purposes of this Agreement.

“LIBO Rate” means the rate per annum (rounded upwards, if necessary, to the next 1/8 of 1%) calculated by the Lender in good faith, which Lender determines with reference to the rate per annum at which deposits in United States dollars are offered by prime banks in the London interbank eurodollar market two LIBOR Business Days prior to the first day of each month, based on an interest period of one month.

“LIBOR Business Day” means a day on which dealings are carried on in the London interbank eurodollar market.

“Lien” means any security interest, mortgage, pledge, assignment, lien or other encumbrance of any kind, including the interest of vendors and lessors under conditioned sales contracts and capitalized leases.

“Loan Documents” means this Agreement, the Note, the Security Documents, the Guaranty and each other document or agreement executed in connection herewith and the “Loan Documents” under and as defined in the Subordinated Credit Agreement.

“Loan” means any and all Revolving Credit Loans.

“Material Adverse Effect” means a material adverse effect on the business, property, operations, prospects or conditions (financial or otherwise) of the Credit Parties taken as a whole.

“Minimum Availability” means on the Closing Date, at all times thereafter, \$750,000.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

“Note” means any note, now or in the future, between Borrower and Lender, and will include any amendments made thereto and restatements thereof, extensions and replacements, including the Revolving Credit Note.

“Obligations” means and include all loans, advances, debts, liabilities, obligations, covenants and duties owing to Lender or any of Lender’s Affiliates, from Borrower of any kind or nature, present or future, whether or not evidenced by any note, guaranty or other instrument, including but not limited to those arising under: (i) this Agreement and the other Loan Documents, (ii) any and all Rate Management Agreements, (iii) any obligation of Borrower to Lender or any Lender’s Affiliate under any other interest rate swap, cap, collar, floor, option, forward, or other type of interest rate protection, foreign exchange or derivative transaction agreement, (iv) the Note, (v) under any other agreement, instrument or document, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment, participation, purchase, negotiation, discount or otherwise), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising and whether or not contemplated by Borrower or Lender or any Lender’s Affiliate on the Closing Date; and as to all of the foregoing, including any amendments,

modifications, or superceding documents to each of the foregoing; and all charges, expenses, fees, including but not limited to reasonable Attorneys' Fees, and any other sums chargeable to Borrower under any of the Obligations. In addition to the foregoing and not in limitation thereof, if Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Agreement, or to discharge any lien prohibited hereby, or to comply with any other Obligation, Lender may, but will not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower, and to the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower will be deemed Obligations.

"Parent" means Streamline Health Solutions, Inc., a Delaware corporation.

"PBG" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"Perfection Certificate" means each Article 9 Certificate dated as of the Closing Date executed by the Borrower and each other Credit Party and each supplement thereto delivered pursuant to Section 4.7.

"Permitted Liens" means:

(a) liens securing the payment of taxes or assessments, either not yet due or the validity of which is being contested in good faith by appropriate proceedings, and as to which the applicable Credit Party has set aside on its books adequate reserves to the extent required by GAAP;

(b) deposits under workers' compensation, unemployment insurance and social security laws or public liability laws or similar legislation, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations or surety or appeal bonds, or to secure indemnity, performance or other similar bonds in the ordinary course of business;

(c) liens imposed by law, such as carrier's, warehousemen's or mechanics' liens, incurred by the applicable Credit Party in good faith in the ordinary course of business;

(d) liens in favor of Lender;

(e) liens securing purchase money Indebtedness or other equipment financing permitted by the terms hereof so long as such liens do not extend to any assets other than the assets financed with such Indebtedness;

(f) reservations, exceptions, encroachments and other similar title exceptions or encumbrances affecting real properties, provided such do not materially detract from the use or value thereof as used by the owner thereof;

(g) liens by a bank on deposit accounts of the applicable Credit Party at such bank that arise by operation of law, and that are otherwise in compliance with the terms of this Agreement;

(h) any attachment or judgment lien not constituting an Event of Default under Section 6.6; and

(i) zoning restrictions, easements, licenses, or other restrictions on the use of any real estate or other minor irregularities in title (including leasehold title) thereto, so long as the same do not materially impair the use, value, or marketability of such real estate.

“Person” means an individual, a corporation, a limited liability company, an association, a partnership, a trust or estate, a joint stock company, an unincorporated organization, a joint venture, a government (foreign or domestic), any agency or political subdivisions thereof, or any other entity.

“Pledge Agreement” means the Pledge Agreement dated as of December 7, 2011 among Parent, Borrower and Lender.

“Prime Rate” means the rate of interest per annum announced to be the Prime Rate from time to time by Lender at its principal office in Cincinnati, Ohio whether or not Lender will at times lend to borrowers at lower rates of interest, or, if there is no such Prime Rate, then its base rate or such other rate as may be substituted by Lender for the Prime Rate.

“Rate Management Agreement” means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (*e.g.*, equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower and Lender or any of Lender’s Affiliate, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

“Reportable Event” means any reportable event as defined in Section 4043(b) of ERISA or the regulations issued thereunder with respect to a Plan (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414).

“Restricted Payment” with respect to any Person means that such Person has declared or paid a dividend or returned any equity capital to the holders of its Capital Stock or authorized or made any other distribution, payment or delivery of property or cash to the holders of its Capital Stock as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for consideration any of its Capital Stock outstanding (or any options or warrants issued by such Person with respect to its Capital Stock), or set aside any funds for any of the foregoing purposes, or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for consideration any of the Capital Stock of such Person outstanding (or any options or warrant issued by such Person with respect to its Capital Stock). Without limiting the foregoing, “Dividends” with respect to any Person shall also include all payments made or required to be made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans or setting aside of any funds for the foregoing purposes.

“Reserve Percentage” means that percentage which is specified by the Board of Governors of the Federal Reserve System (or any successor) or any other governmental or quasi-governmental authority with jurisdiction over the Lender for determining the maximum reserve requirement (including, but not limited to, any basic, supplemental, marginal, or emergency reserve requirement) for Lender with respect to liabilities or assets constituting or including (among other liabilities) “Eurocurrency liabilities” (as defined in Regulation D of the Board of Governors of the Federal Reserve System) applicable hereto.

“Revolving Commitment” of the Lender means Three Million Dollars (\$3,000,000).

“Security Documents” means the agreements, pledges, mortgages, guarantees, or other documents delivered by Borrower or any other person or entity to Lender or Lender’s Affiliate previously, now or in the future to encumber the Collateral in favor of Lender or Lender’s Affiliate, and all amendments thereto and restatements thereof, including, without limitation, the Security Agreement and the Pledge Agreement executed pursuant hereto.

“Seller Indebtedness” means Indebtedness of the Company to Target pursuant to the Convertible Subordinated Promissory Note dated December 7, 2011 in the original principal amount of \$3,000,000.

“Seller Subordination Agreement” means the Subordination Agreement dated as of December 7, 2011 between Lender and Interpoint Partners, LLC.

“Solvent” means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Subordinated Credit Agreement” means the Subordinated Credit Agreement dated as of December 7, 2011 between Borrower and Fifth Third Bank.

“Subordinated Indebtedness” means the loans and other Indebtedness of Borrower to Fifth Third Bank evidenced by the Subordinated Credit Agreement.

“Subsidiaries” means a corporation, limited liability company, partnership or other similar entity of which shares of stock, membership interests or other voting interests having ordinary voting power to elect a majority of the Board of Directors, managers or similar

governing body of such Person are at the time owned, or the management of which is otherwise controlled, directly or indirectly (including as a result of the Borrower or one of its Subsidiaries being the general partner of such Person) through one or more intermediaries, or both, by Parent.

“Target” means Interpoint Partners, LLC.

“Undrawn Amount” means at any time the Revolving Commitment minus the sum of the aggregate principal amount of each Revolving Loan made by Lender and outstanding at such time, but in no event, less than zero

“Unfunded Cap Ex” means with respect to any fiscal quarter, the greater of (a) the gross purchase price or capitalized cost of capital equipment purchased or incurred during such fiscal quarter which is not financed by a third party other than Lender or the lender under the Subordinated Credit Agreement or any of Lender’s Affiliates, including all capitalized software development costs and (b) zero.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

12. General.

12.1 Indemnity. Borrower will indemnify, defend and hold harmless Lender, its directors, officers, counsel and employees, from and against all claims, demands, liabilities, judgments, losses, damages, costs and expenses, joint or several (including all accounting fees and Attorneys’ Fees reasonably incurred), that Lender or any such indemnified party may incur arising under or by reason of this Agreement or any act hereunder or with respect hereto or thereto including but not limited to any of the foregoing relating to any act, mistake or failure to act in perfecting, maintaining, protecting or realizing on any Collateral or Lien thereon except to the extent such losses are determined by a final order of a court of competent jurisdiction to be the result of (a) the willful misconduct or gross negligence of such indemnified party or (b) a material breach by such indemnified party of its express obligations to a Credit Party under the Loan Documents. Without limiting the generality of the foregoing, Borrower agrees that if, after receipt by Lender of any payment of all or any part of the Obligations, demand is made at any time upon Lender for the repayment or recovery of any amount or amounts received by Borrower in payment or on account of the Obligations and Lender repays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body, or by reason of any settlement or compromise of any such demand, this Agreement will continue in full force and effect and Borrower will be liable, and will indemnify, defend and hold harmless Lender for the amount or amounts so repaid. The provisions of this Section will be and remain effective notwithstanding any contrary action which may have been taken by Borrower in reliance upon such payment, and any such contrary action so taken will be without prejudice to Lender’s rights under this Agreement and will be deemed to have been conditioned upon such payment having become final and irrevocable. The provisions of this Section will survive the expiration or termination of this Agreement.

12.2 Continuing Agreement. This Agreement is and is intended to be a continuing Agreement and will remain in full force and effect until the Loan is finally and irrevocably paid in full and this Agreement is terminated by a writing signed by Lender specifically terminating this Agreement.

12.3 No Third Party Beneficiaries. Nothing express or implied herein is intended or will be construed to confer upon or give any Person other than the parties hereto, any right or remedy hereunder or by reasons hereof.

12.4 No Partnership or Joint Venture. Nothing contained herein or in any of the agreements or transactions contemplated hereby is intended or will be construed to create any relationship other than as expressly stated herein or therein and will not create any joint venture, partnership or other relationship.

12.5 Waiver. No delay or omission on the part of Lender to exercise any right or power arising from any Event of Default will impair any such right or power or be considered a waiver of any such right or power or a waiver of any such Event of Default or any acquiescence therein nor will the action or nonaction of Lender in case of such Event of Default impair any right or power arising as a result thereof or affect any subsequent default or any other default of the same or a different nature. No disbursement of the Loan hereunder will constitute a waiver of any of the conditions to Lender's obligation to make further disbursements; nor, in the event that Borrower is unable to satisfy any such condition, will any such disbursement have the effect of precluding Lender from thereafter declaring such inability to be an Event of Default.

12.6 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder will be in writing and will be conclusively deemed to have been received by a party hereto and to be effective if delivered personally to such party, or sent by telecopy or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To Lender:

Fifth Third Bank
38 Fountain Square Plaza – MD 109047
Cincinnati, Ohio 45263
Fax: (513) 534-5080
Attention: Daniel G. Feldmann
Email: Dan.Feldmann@53.com

To any Credit Party:

Streamline Health, Inc.
10200 Alliance Road – Suite 200
Cincinnati, Ohio 45242
Fax: (513) 672-2112
Attention: Senior Vice President and Chief Financial Officer
Email: steve.murdock@streamlinehealth.net

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered, or if sent by telecopy on the day on which transmitted and confirmation of transmission is received, or if sent by overnight courier service, on the earlier of the day when confirmation of delivery is provided by such service or when actually received by such party, or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail. The Lender will use commercially reasonable efforts to provide notice to the email addresses set forth above but the failure to provide notice to such addresses will not affect the validity of any such notice.

12.7 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, provided, however, that Borrower may not assign this Agreement in whole or in part without the prior written consent of Lender and Lender at any time may assign this Agreement in whole or in part. Lender shall use commercially reasonable efforts to provide notice of any assignment but the failure to provide such notice shall not affect the validity of such assignment or the Obligations of the Borrower hereunder.

12.8 Modifications. This Agreement, the Note and the other Loan Documents, constitute the entire agreement of the parties and supersede all prior agreements and understandings regarding the subject matter of this Agreement, including but not limited to any proposal or commitment letters. No modification or waiver of any provision of this Agreement, any Note, or any of the other Loan Documents, nor consent to any departure by Borrower therefrom, will be established by conduct, custom or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on Borrower in any case will entitle Borrower to any other or further notice or demand in the same, similar or other circumstance.

12.9 Remedies Cumulative. No single or partial exercise of any right or remedy by Lender will preclude any other or further exercise thereof or the exercise of any other right or remedy. All remedies hereunder and in any instrument or document evidencing, securing, guaranteeing or relating to any Loan or now or hereafter existing at law or in equity or by statute are cumulative and none of them will be exclusive of the others or any other remedy. All such rights and remedies may be exercised separately, successively, concurrently, independently or cumulatively from time to time and as often and in such order as Lender may deem appropriate.

12.10 Illegality. If fulfillment of any provision hereof or any transaction related hereto or of any provision of the Note or the Security Documents, at the time performance of such provision is due, involves transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled will be reduced to the limit of such validity; and if any clause or provisions herein contained other than the provisions hereof pertaining to repayment of the Obligations operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only will be void, as though not herein contained, and the remainder of this Agreement will remain operative and in full force and effect; and if such provision pertains to repayment of the Obligations, then, at the option of Lender, all of the Obligations of Borrower to Lender will become immediately due and payable.

12.11 Gender, etc. Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.

12.12 Headings. The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.

12.13 Time. Time is of the essence in the performance of this Agreement.

12.14 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile or other electronic transmission will promptly deliver a manually executed counterpart, provided that any failure to do so will not affect the validity of the counterpart executed by facsimile or other electronic transmission.

12.15 Governing Law. This Loan Agreement has been delivered and accepted at and will be deemed to have been made in Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

12.16 JURISDICTION. BORROWER HEREBY IRREVOCABLY AGREES AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN HAMILTON COUNTY, OHIO, AND BORROWER WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND ANY OBJECTION TO VENUE OF ANY SUCH ACTION OR PROCEEDING.

12.17 WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LOAN AGREEMENT, THE SECURITY DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL, IF ANY, OR ANY ACTUAL OR PROPOSED TRANSACTION OR OTHER MATTER CONTEMPLATED IN OR RELATING TO ANY OF THE FOREGOING.

Borrower hereby authorizes any attorney at law to appear in any court of record in the State of Ohio or any other state or territory of the United States, after the Obligations become due, and admit the maturity of the Obligations, the amount due thereon, and the jurisdictional facts thereof, and waive the issuing and service of process and confess judgment against Borrower in favor of the holder of the Obligations for the total amount due and costs of suit and thereupon to waive all errors, rights of appeal and stay of execution. The undersigned hereby expressly (a) waives any conflict of interest of an attorney retained by Lender to confess judgment against Borrower upon the Obligations, and (b) consents to the receipt by the attorney retained by Lender of fees for legal services rendered for confessing judgment against Borrower upon the Obligations. EACH OF BORROWER AND ANY ENDORSER OR ANY GUARANTOR AGREES THAT AN ATTORNEY WHO IS COUNSEL TO LENDER OR ANY OTHER HOLDER OF SUCH OBLIGATION MAY ALSO ACT AS ATTORNEY OF RECORD FOR BORROWER WHEN TAKING THE ACTIONS DESCRIBED ABOVE IN THIS PARAGRAPH. BORROWER AGREES THAT ANY ATTORNEY TAKING SUCH ACTIONS MAY BE PAID FOR THOSE SERVICES BY LENDER OR HOLDER OF SUCH OBLIGATION. BORROWER WAIVES ANY CONFLICT OF INTEREST THAT MAY BE CREATED BECAUSE THE ATTORNEY REPRESENTING THE BORROWER IS BEING PAID BY LENDER OR THE HOLDER OF SUCH OBLIGATION.

IN WITNESS WHEREOF, the Borrower and Lender have executed this Credit Agreement as of the date first above written.

WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE GOODS, FAILURE ON THE CREDITOR’S PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE

STREAMLINE HEALTH, INC.

By: /s/ Stephen H. Murdock
Name: Stephen H. Murdock
Title: SVP and CFO

FIFTH THIRD BANK

By: /s/ Daniel G. Feldmann
Name: Daniel G. Feldmann
Title: Vice President

**News Release**

Visit our website at: www.streamlinehealth.net

STREAMLINE HEALTH ANNOUNCES THE CLOSING OF ACQUISITION OF INTERPOINT PARTNERS AND RELATED FINANCING

Cincinnati, Ohio –December 8, 2011 — Streamline Health Solutions, Inc. (NasdaqCM: STRM), a leading provider of enterprise and departmental document management solutions and business process workflows for healthcare, today announced the closing of its acquisition of Atlanta-based Interpoint Partners, LLC (“Interpoint”). Streamline Health acquired substantially all the assets of Interpoint for a combination of cash and a convertible subordinated note totaling \$5 million. Additionally, the Agreement provides for a contingent earn out payment in cash or convertible subordinated notes based on Interpoint’s financial performance for the 12 month period beginning 6 months after closing and ending 12 months thereafter.

In conjunction with the definitive asset purchase agreement with Interpoint, Streamline Health has entered into a new financing agreement with Fifth Third Bank whereby the bank will provide the Company with a \$4.1 million two-year term loan, the proceeds of which were used to finance the cash portion (\$2 million) of the initial purchase price, as well as pay down the outstanding balance of the Company’s revolving line of credit with the bank. The Company continues to have the availability of its \$3 million revolving line of credit with Fifth Third Bank.

About Streamline Health

Streamline Health transforms unstructured documents, forms, and images into actionable digital assets that improve processes and revenue across the enterprise. Dedicated exclusively to healthcare, our document management solutions create a permanent document-based repository of information that can integrate seamlessly with existing clinical, financial, and administrative information systems. For additional information, please visit our website at <http://www.streamlinehealth.net>.

About Interpoint

Founded in 2007 by a group of healthcare industry visionaries, Interpoint improves its customers’ bottom line and organizational performance by delivering targeted solutions. These solutions, including Opportunity Explorer (OE) and Opportunity Manager (OM), help healthcare organizations improve total transparency and performance benchmarking by structuring data in a way that helps healthcare providers make informed and actionable business decisions. With instant access to all current, historic, and transaction level data, OE and OM enables providers to uncover opportunities that ensure organizational improvement, improve workflow and payment collection, optimize cash flow and profitability, and ensure accurate and measurable results.

Safe Harbor statement under the Private Securities Litigation Reform Act of 1995

Statements made by Streamline Health Solutions, Inc. that are not historical facts are forward-looking statements that are subject to risks and uncertainties and are no guarantee of future performance. The forward looking statements contained herein are subject to certain risks, uncertainties and important factors that could cause actual results to differ materially from those reflected in the forward-looking statements, included herein. These risks and uncertainties include, but are not limited to, the timing of contract negotiations and execution of contracts and the related timing of the revenue recognition related thereto, the potential cancellation of existing contracts or clients not completing projects included in the backlog, the impact of competitive products and pricing, product demand and market acceptance, new product development, key strategic alliances with vendors

that resell the Company's products, the ability of the Company to control costs, availability of products obtained from third party vendors, the healthcare regulatory environment, potential changes in legislation, regulation and government funding affecting the healthcare industry, healthcare information systems budgets, availability of healthcare information systems trained personnel for implementation of new systems, as well as maintenance of legacy systems, fluctuations in operating results, effects of critical accounting policies and judgments, changes in accounting policies or procedures as may be required by the Financial Accountings Standards Board or other similar entities, changes in economic, business and market conditions impacting the healthcare industry, the markets in which the Company operates and nationally, and the Company's ability to maintain compliance with the terms of its credit facilities, and other risks detailed from time to time in the Streamline Health Solutions, Inc. filings with the U. S. Securities and Exchange Commission. Readers are cautioned not to place undue reliance on these forward looking statements, which reflect management's analysis only as of the date hereof. The Company undertakes no obligation to publicly release the results of any revision to these forward-looking statements, which may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Company Contact:

Streamline Health Solutions
Erica Ryan
Director of Marketing Communications
(513) 794-7100
erica.ryan@streamlinehealth.net

Investor Contact:

BPC Financial Marketing
John Baldissera
(800) 368-1217