# 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): October 24, 2022

## 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** (I.R.S. Employer Identification No.)

### 2400 Old Milton Pkwy., Box 1353 Alpharetta, GA 30009

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (888) 997-8732

Check the appropriate box below if the Form 8-K following provisions:	filing is intended to simultaneon	usly satisfy the filing obligation of the registrant under any of the	
☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)			
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)			
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))			
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))			
Securities registered pursuant to Section 12(b) of the Act:			
Title of each class	Trading Symbol	Name of each exchange on which registered	
Common Stock, \$0.01 par value	STRM	Nasdaq Capital Market	
Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).			
		Emerging growth company $\Box$	
If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.			

### Item 1.01 Entry into a Material Definitive Agreement.

On October 24, 2022, Streamline Health Solutions, Inc. (the "Company") entered into purchase agreements (collectively, the "Purchase Agreements") with purchasers named therein (the "Purchasers"), pursuant to which the Company agreed to issue and sell in a registered direct offering an aggregate of 6,299,989 shares of common stock, par value \$0.01 per share (the "Common Stock"), at a purchase price of \$1.32 per share (the "Offering"). The gross proceeds to the Company from the Offering are expected to be approximately \$8.3 million after deducting estimated offering expenses payable by the Company. The Company intends to use the proceeds of the Offering for general corporate purposes. The Offering closed on October 26, 2022.

The shares of Common Stock were offered pursuant to a prospectus supplement dated October 24, 2022, and a prospectus dated September 13, 2022, which is part of a registration statement on Form S-3 (Registration No. 333-267187) that was declared effective by the Securities and Exchange Commission (the "SEC") on September 13, 2022. A copy of the legal opinion of Troutman Pepper Hamilton Sanders LLP, relating to the validity of the shares issued in the Offering, is filed as Exhibit 5.1 to this Current Report on Form 8-K and is filed with reference to, and is hereby incorporated by reference into, the Registration Statement.

The shares of common stock were offered directly to the Purchasers without a placement agent, underwriter, broker or dealer. Certain directors and officers of the Company and affiliated entities contributed approximately \$2.5 million to the Offering.

The Purchase Agreements contain customary representations, warranties, and agreements by the Company, and customary indemnification and other obligations of the Company and the Purchasers. The foregoing summary of the Purchase Agreements is qualified in its entirety by the full text of the Purchase Agreements, the form of which is filed herewith as Exhibit 10.1 and incorporated herein by reference. It is not intended to provide any other factual information about the Company. The representations, warranties and covenants contained in the Purchase Agreements were made only for purposes of the Purchase Agreements as of specific dates, were solely for the benefit of the parties to the Purchase Agreements and may be subject to limitations agreed upon by the contracting parties.

On October 25, 2022, the Company issued a press release announcing the Offering, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

### Item 2.05 Costs Associated with Exit or Disposal Activities.

On October 26, 2022, the Board of Directors (the "Board") of the Company approved a plan to strategically align the Company's operations and to simplify the Company's business in order to drive sustainable growth and improved profitability and cash flow. The plan prioritizes near term revenue generators and implements cost reduction measures intended to improve the Company's operations and client services.

As part of this strategic alignment, the Company reported temporary base salary reductions of 0% to 30% for the executive team from November 2022 through October 2023, with a reduction of 30% for Wyche T. "Tee" Green, III, and Jawad Shaikh, and 10% for each of Thomas J. Gibson, Wendy Lucio and Amy Sebero. The Company will enter into amendments with Mr. Green, Mr. Gibson and Ms. Lucio to reflect these changes in their existing employment agreements. The alignment plan also includes a reduction in workforce resulting in the termination of approximately 10 employees, or approximately 7% of the Company's employee workforce effective as of October 27, 2022. The Company also eliminated four independent contractors from its cost structure. As a result of the alignment plan, the Company anticipates that it will incur approximately \$300,000 in one-time severance and other employee termination-related costs. The Company is not currently aware of any other significant charges it will incur as a result of the alignment plan. The Company expects that these charges will be recorded in its fiscal third quarter of its fiscal year 2022.

In connection with the strategic alignment, the Compensation Committee of the Board, approved new grants of restricted stock awards (RSAs) for its executive officers in the aggregate of 400,000 shares. Included in these grants are grants to Wyche T. "Tee" Green, III of 50,000 RSAs, Ben Stilwill of 100,000 RSAs, Wendy Lucio of 50,000 RSAs, and Thomas J Gibson of 50,000 RSAs.

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

In connection with the strategic alignment, the Board appointed Ben Stilwill as President of the Company, effective October 26, 2022. Mr. Stilwill, 33, joined the Company in 2013 and previously held roles in Finance, Corporate Development, IT Infrastructure and Sales. Mr. Stilwill served as Senior Vice President, Customer Success from March 2020 until February 2022, when he was named President & CEO of eValuator Solutions. Mr. Stilwill received his bachelor's degree from DePauw University and his Executive MBA from Villanova University. The parties intend to enter into an amendment to Mr. Stilwill's employment agreement (the "Employment Agreement") to reflect these changes.

The term of Mr. Stilwill's existing Employment Agreement is one (1) year, commencing February 15, 2022, and renews automatically for subsequent twelve (12)-month periods, unless Mr. Stilwill or the Company provides written notice at least sixty (60) calendar days prior to the end of the applicable year to the other of his or its intention to not renew the employment. Mr. Stilwill receives an annual base salary of \$280,000 and is eligible for an annual incentive bonus (at target equal to fifty percent (50%) of his annual base salary), based on individual and Company performance. Mr. Stilwill is also eligible to receive the standard employee benefits made available by the Company to its employees generally. Mr. Stilwill was also granted a restricted stock award of 100,000 shares following the execution of the Employment Agreement. The shares of restricted stock vest in three (3) equal annual installments, subject to the continued employment of Mr. Stilwill on each vesting date. The Employment Agreement contains customary confidentiality provisions and non-competition covenants. If the Employment Agreement is terminated by the Company for reasons other than death, Continued Disability, or Good Cause, or if Mr. Stilwill terminates employment for Good Reason, Mr. Stilwill will generally be entitled to receive: (1) accrued but unpaid salary through the termination date through his termination date; (2) reimbursement of expenses incurred prior to his termination date; and (3) any vested benefits earned by Mr. Stilwill prior to his termination date.

The information contained in Item 2.05 of this Current Report on Form 8-K regarding the Company's strategic alignment is incorporated herein by reference.

### Item 7.01 Regulation FD Disclosure.

In connection with the Offering, the Company disclosed to the Purchasers anticipated "SaaS Bookings ACV" of \$17.0 million at the end of fiscal year 2022 and \$30.0 million at the end of fiscal year 2023. The Company expects to generate positive cash from operations (defined as adjusted EBITDA less capitalized software development) in the third quarter of fiscal 2023. Lastly, the Company expects it can generate 30% EBITDA margins from its revenue mix, with increased SaaS recognized revenue, within the next 12 to 24 months.

On October 27, 2022, the Company issued a press release announcing the strategic alignment, Mr. Stilwill's appointment, and the closing of the Offering. The full text of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section.

### Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995:

This Current Report on Form 8-K may contain certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These include statements regarding, but not limited to, the anticipated closing of the Offering and the Company's expected uses of the proceeds from the Offering, the estimated charges and savings associated with the Company's realignment plan. Forward-looking statements can be identified by the use of words such as "may," "will," "plan," "should," "expect," "anticipate," "estimate," "continue" or comparable terminology. Forward-looking statements involve risks and uncertainties that could cause actual results or developments to differ materially from those indicated due to a number of factors affecting Streamline's operations, markets, products and services. The Company identifies the principal risks and uncertainties that impact its performance in its public reports filed with the SEC, including the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition" sections of Streamline's most recent Annual Report on Form 10-K, as may be supplemented or amended by the Company's subsequent Quarterly Reports on Form 10-Q. Forward-looking statements speak only as of the date on which they are made and the Company undertakes no obligation to publicly release the results of any revision to such forward-looking statements, which may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, except as required by applicable law.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT NUMBER	DESCRIPTION
5.1	Opinion of Troutman Pepper Hamilton Sanders LLP
10.1	Form of Common Stock Purchase Agreement dated as of October 24, 2022, by and among Streamline Health Solutions, Inc. and the purchasers thereto.
99.1	Press release, dated October 25, 2022, regarding the Offering
99.2	Press release, dated October 27, 2022, regarding strategic alignment and the closing of the Offering
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

### **SIGNATURES**

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

Date: October 27, 2022

### STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Thomas J. Gibson

Thomas J. Gibson Chief Financial Officer Troutman Pepper Hamilton Sanders LLP 600 Peachtree Street NE, Suite 3000 Atlanta, GA 30308-2216

troutman.com



D 404.885.3000 F 404.885.3900

October 26, 2022

Streamline Health Solutions, Inc. 2400 Old Milton Pkwy., Box 1353 Alpharetta, GA 30009

### **RE:** Registered Direct Offering

Ladies and Gentlemen:

We have acted as counsel to Streamline Health Solutions, Inc., a Delaware corporation (the "Company"), in connection with the issuance and sale of 6,299,989 shares (the "Shares") of the Company's common stock, \$0.01 par value per share (the "Common Stock"), pursuant to common stock purchase agreements, each dated October 24, 2022, by and between the Company and each investor signatory thereto (collectively, the "Purchase Agreements"). The Shares will be issued pursuant to the Company's Registration Statement on Form S-3 (No. 333-267187) as filed by the Company with the Securities and Exchange Commission (the "Registration Statement"), pursuant to the Securities Act of 1933, as amended (the "Securities Act") and the related prospectus dated September 13, 2022, and prospectus supplement dated October 24, 2022 (collectively, the "Prospectus"). We have examined the Registration Statement, the Prospectus, the Purchase Agreements and originals or copies of such corporate records, agreements and instruments of the Company, statements and certificates of public officials and officers of the Company, and such other documents, records and instruments as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. We have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to the certificates and statements of appropriate representatives of the Company.

We do not purport to express an opinion on any laws other than the General Corporation Law of the State of Delaware. The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that the Shares have been duly authorized for issuance, and when issued, delivered and paid for in accordance with the Purchase Agreements, the Shares will be validly issued, fully paid and non-assessable.

We do not render any opinions except as expressly set forth above. We hereby consent to the filing of this opinion as Exhibit 5.1 to the Company's Current Report on Form 8-K dated October 27, 2022, incorporated by reference into the Registration Statement and to the use of our name under the caption "Legal Matters" in the Prospectus. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations promulgated thereunder by the Securities and Exchange Commission.

Very truly yours,

/s/ Troutman Pepper Hamilton Sanders LLP Troutman Pepper Hamilton Sanders LLP

#### COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (this "**Agreement**") is made as of [●], 2022, by and between [●] (the "**Purchaser**"), and Streamline Health Solutions, Inc., a Delaware corporation (the "**Company**").

### **RECITALS**

- **A.** Subject to the terms and conditions set forth in this Agreement and pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, securities of the Company as more fully described in this Agreement.
- **B.** This Agreement is part of a series of Common Stock Purchase Agreements (each other Common Stock Purchase Agreement, an "Other Purchase Agreement"), each executed concurrently but as independent transactions, pursuant to which the Company has agreed to sell and issue shares of its common stock to separate purchasers (each other purchaser, an "Other Purchaser"), in each case at the same price per share as contemplated by this Agreement.

### **TERMS AND CONDITIONS**

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

# ARTICLE I DEFINITIONS

- **1.1 Definitions**. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth in this Section 1.1:
- "Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.
  - "Base Prospectus" means the prospectus, dated September 13, 2022, contained in the Registration Statement.
  - "Closing" means the closing of the purchase and sale of the Shares pursuant to Section 2.2.
- "Closing Date" means the Trading Day on which all conditions precedent to (i) the Purchaser's obligation to pay the Subscription Amount and (ii) the Company's obligations to deliver the Shares, in each case, have been satisfied or waived, but in no event later than the second Trading Day following the date hereof.
  - "Commission" means the United States Securities and Exchange Commission.
- "Common Stock" means the common stock of the Company, par value \$0.01 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

- "Disclosure Package" means, collectively, the Prospectus, together with the documents incorporated by reference therein.
- "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- "Prospectus" means the Prospectus Supplement, together with the Base Prospectus.
- "**Prospectus Supplement**" means the supplement to the Base Prospectus complying with Rule 424(b) of the Securities Act that is filed with the Commission and delivered by the Company to the Purchaser at the Closing.
- "Registration Statement" means the effective registration statement with Commission File No. 333-267187 that registers the sale of the Shares to the Purchaser, as such Registration Statement may be amended and supplemented from time to time (including pursuant to Rule 462(b) of the Securities Act).
  - "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
  - "Shares" means [•] shares of Common Stock issued or issuable to the Purchaser pursuant to the terms and conditions of this Agreement.
- "Short Sales" means, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and forward sale contracts, options, puts, calls, short sales, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements, and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.
- "Subscription Amount" means  $[\bullet]$ , the aggregate amount to be paid for the Shares purchased hereunder in United States dollars and in immediately available funds.
  - "Trading Day" means a day on which the Trading Market is open for trading.
- "**Trading Market**" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, The Nasdaq Capital Market, The Nasdaq Global Market, The Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).
  - "Transfer Agent" means Computershare Inc., and any successor transfer agent of the Company.

### ARTICLE II PURCHASE AND SALE

- **2.1** Closing. Upon the terms and subject to the conditions set forth herein, the Company has authorized the sale and issuance to the Purchaser, and the Purchaser agrees to purchase from the Company, the Shares, for a purchase price of \$[•] per Share.
- (a) The offering and sale of the Shares (the "Offering") is being made pursuant to (i) the Registration Statement filed by the Company with the Commission, including the Base Prospectus; (ii) if applicable, certain "free writing prospectuses" (as that term is defined in Rule 405 under the Securities Act) ("Free Writing Prospectus") that have been or will be filed, if required, with the Commission and delivered to the Purchaser on or before the date hereof, containing certain supplemental information regarding the terms of the Offering and the Company; and (iii) the Prospectus Supplement containing certain supplemental information regarding the Shares and the terms of the Offering and information that may be material to the Company and its securities that was delivered to the Purchaser and will be filed with the Commission.
  - (b) There is no placement agent or underwriter for this Offering. The Shares are being issued directly by the Company to the Purchaser.

### 2.2 Closing and Delivery of the Shares and Funds.

- (a) The Closing shall take place at the offices of Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St NE, Suite 3000, Atlanta, Georgia 30308, or such other location as the parties shall mutually agree upon, on the Closing Date. At or prior to the Closing, (i) the Purchaser shall deliver to the Company, (x) this Agreement duly executed by the Purchaser and, (y) via wire transfer, immediately available funds equal to the Subscription Amount, and (ii) the Company shall deliver (x) this Agreement duly executed by the Company (y) the Prospectus Supplement to the Purchaser (which may be delivered in accordance with Rule 172 under the Securities Act) and (z) irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver, via The Depository Trust Company Deposit or Withdrawal at Custodian system, the Shares registered in the name of the Purchaser.
- (b) The Company's obligation to issue and sell the Shares to the Purchaser shall be subject to: (i) no stop order suspending the effectiveness of the Registration Statement or any part thereof, or preventing or suspending the use of the Base Prospectus or the Prospectus or any part thereof, shall have been issued and no proceedings for that purpose or pursuant to Section 8A under the Securities Act shall have been initiated or threatened by the Commission; (ii) no objection shall have been raised by the Trading Market with respect to the consummation of the transactions contemplated by this Agreement; (iii) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality, in all respects) on the Closing Date of the representations and warranties of the Purchaser contained herein (unless as of a specific date therein in which case they shall be true and correct as of such date); and (iv) the delivery by the Purchaser of the items set forth in Section 2.2(a) of this Agreement.
- (c) The Purchaser's obligation to purchase the Shares from the Company shall be subject to: (i) no stop order suspending the effectiveness of the Registration Statement or any part thereof, or preventing or suspending the use of the Base Prospectus or the Prospectus or any part thereof, shall have been issued and no proceedings for that purpose or pursuant to Section 8A under the Securities Act shall have been initiated or threatened by the Commission; (ii) no objection shall have been raised by the Trading Market with respect to the consummation of the transactions contemplated by this Agreement; (iii) there shall have been no Material Adverse Effect since the date hereof; (iv) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed; (v) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein, which shall be true and correct as of such specified date); and (vi) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement.

# ARTICLE III REPRESENTATIONS AND WARRANTIES

- **3.1 Representations, Warranties and Covenants of the Company**. The Company acknowledges, represents and warrants to, and agrees with, the Purchaser that:
- (a) The Company has the requisite right, power and authority to enter into this Agreement, to authorize, issue and sell the Shares as contemplated by this Agreement and to perform and to discharge its obligations hereunder; and this Agreement has been duly authorized, executed and delivered by the Company, and constitutes the valid and binding obligation of the Company enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to enforcement of creditors' rights generally and by general principles of equity. No approval of the Company's stockholders or any other corporate action on the part of the Company is necessary to authorize the execution, delivery and performance of this Agreement by the Company.

- (b) The Shares have been duly authorized and the Shares, when issued and delivered against payment therefor as provided in this Agreement, will be validly issued, fully paid and non-assessable and free of any preemptive or similar rights. The Registration Statement is effective under the Securities Act and no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus has been issued by the Commission and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the Commission. No objection has been raised by the Trading Market with respect to the consummation of the transactions contemplated by this Agreement or any Other Purchase Agreement. The Company, if required by the rules and regulations of the Commission, proposes to file the Prospectus with the Commission pursuant to Rule 424(b) in relation to the sale of the Shares. There are a sufficient number of shares of Common Stock available for issuance under the Registration Statement to issue the Shares and all of the other shares of Common Stock issuable pursuant to the Other Purchase Agreements pursuant to the Registration Statement.
- (c) The execution and delivery of this Agreement or any Other Purchase Agreement and the consummation of the transactions contemplated hereby will not (i) result in a breach or violation of any of the terms and provisions of, or constitute a default under, any law, rule or regulation to which the Company or any of its subsidiaries is subject, or by which any property or asset of the Company or any of its subsidiaries is bound or affected, (ii) conflict with, result in any violation or breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, lease, credit facility, debt, note, bond, mortgage, indenture or other instrument or obligation or other understanding to which the Company or any of its subsidiaries is a party or by which any property or asset of the Company or any of its subsidiaries is bound or affected, or (iii) result in a breach or violation of any of the terms and provisions of, or constitute a default under, the Company's articles of incorporation or bylaws, except in the case of clauses (i) and (ii) such breaches, violations, defaults, or conflicts which are not, and would not be, individually or in the aggregate, reasonably likely to result in a material adverse effect upon the business, properties, operations, condition (financial or other) or results of operations of the Company and its subsidiaries, taken as a whole, or in its ability to perform its obligations under this Agreement or any Other Purchase Agreement (a "Material Adverse Effect"; provided, however, that changes in the trading price of the Common Stock shall not, in and of themselves, constitute a Material Adverse Effect).
- (d) The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two (2) years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements, as of their respective dates, were prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly presented in all material respects the financial position of the Company and its consolidated subsidiaries as of and for the dates thereof and the results of operation

- (e) Since the date of the latest financial statements included within the SEC Reports (i) there has been no event, occurrence or development that has had or that would reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) liabilities, including trade payables and accrued expenses, incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected on a consolidated balance sheet of the Company pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, other than the adoption of new accounting standards as set forth in the SEC Reports, and (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Shares contemplated by this Agreement or any Other Purchase Agreements or as set forth in the SEC Reports, no event, liability, fact, circumstance, litigation, claim, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its subsidiaries or their respective businesses, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been disclosed at least one (1) Trading Day prior to the date that this representation is made.
- (f) The Company shall, (i) by 8:30 a.m. Eastern time on the Trading Day immediately following the date of this Agreement, issue a press statement disclosing the material terms of the transactions contemplated hereby, and (ii) within the time required by the Exchange Act, issue a Current Report on Form 8-K including the form of purchase agreement and an opinion of legal counsel as to the validity of the Shares as exhibits thereto.
- (g) The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Shares for purposes of the rules and regulations of the Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.
- (h) The Company hereby agrees to use commercially reasonable efforts to maintain the listing or quotation of the Common Stock on the Trading Market, and concurrently with the Closing, the Company shall apply to list or quote all of the Shares on the Trading Market and promptly secure the listing of all of the Shares on the Trading Market. The Company will take all action reasonably necessary to continue the listing and trading of its Common Stock on the Trading Market and will comply in all material respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market. The Company shall not take any action which would reasonably be expected to result in the delisting or suspension of the Common Stock on the Trading Market. The Company agrees to maintain the eligibility of the Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

- (i) No brokerage or finder's fees or commissions are or will be payable by the Company or any of its subsidiaries to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by the Agreement or any of the Other Purchase Agreements. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this section that may be due in connection with the transactions contemplated by this Agreement or any of the Other Purchase Agreements.
- (j) The proceeds from the sale of the Shares shall be used by the Company as set forth in the Prospectus Supplement and, for the avoidance of doubt, the Company shall not use such proceeds in violation of FCPA or OFAC regulations.
- (k) The Company is not, and as a result of the consummation of the transactions contemplated by (i) this Agreement and the application of the proceeds from the sale of the Shares and (ii) the Other Purchase Agreement and the application of the proceeds from the sale of the Common Stock thereunder, as set forth in the Base Prospectus and the Prospectus Supplement shall not be, an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.
- (l) The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act, nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the twelve (12) months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance in any material respect with the listing or maintenance requirements of such Trading Market. As of the date hereof, the Company is in compliance with all such listing and maintenance requirements.
- (m) Neither the Company nor any of its officers, directors or Affiliates has, and, to the knowledge of the Company, no Person acting on their behalf has, (i) taken, directly or indirectly, any action designed or intended to cause or to result in the stabilization or manipulation of the price of any security of the Company, or which caused or resulted in, or which would in the future reasonably be expected to cause or result in, the stabilization or manipulation of the price of any security of the Company, in each case to facilitate the sale or resale of any of the Shares (or any Common Stock issued pursuant to any Other Purchase Agreement), or (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Shares (or any Common Stock issued pursuant to any Other Purchase Agreement).
- **3.2 Representations, Warranties and Covenants of the Purchaser**. The Purchaser acknowledges, represents and warrants to, and agrees with, the Company that:
- (a) At the time the Purchaser was offered the Shares, it was, and as of the date hereof it is an "accredited investor" as defined in Rule 501(a) under the Securities Act.
- (b) It has had the opportunity to review this Agreement and the Company's filings with the Commission and has been afforded the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Shares.
- (c) No agent of the Company has been authorized to make and no such agent has made any representation, disclosure or use of any information in connection with the issue, placement, purchase and sale of the Shares, except as set forth in or incorporated by reference in the Base Prospectus or the Prospectus Supplement or as otherwise contemplated by this Agreement.

- (d) (i) The Purchaser has the requisite right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and (ii) this Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to enforcement of creditors' rights generally and by general principles of equity.
- (e) Nothing in this Agreement, the Prospectus, the Disclosure Package or any other materials presented to the Purchaser in connection with the purchase and sale of the Shares constitutes legal, tax or investment advice. The Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Shares.
- (f) Since the time that the Purchaser first began discussions with the Company about the transactions contemplated by this Agreement, the Purchaser has not directly or indirectly, nor, to its knowledge, has any person acting on behalf of or pursuant to any understanding with the Purchaser, (i) disclosed any information regarding the Offering to any third parties (other than the Purchaser's legal and accounting advisors), or (ii) engaged in any transactions in the securities of the Company (including, without limitations, any Short Sales involving the Company's securities). The Purchaser covenants that, prior to the time that the transactions contemplated by this Agreement are publicly disclosed, neither it nor any person acting on its behalf or pursuant to any understanding with it will (A) disclose any information regarding the Offering to any third parties (other than the Purchaser's legal and accounting advisors), or (B) engage in any transactions in the securities of the Company (including Short Sales).
- (g) The Purchaser's signature page sets forth all securities of the Company held or beneficially owned by such Purchaser as of the date hereof. The Purchaser does not hold or beneficially own any other securities of the Company, except as indicated on the signature page hereto.

# ARTICLE IV MISCELLANEOUS

- **4.1 Entire Agreement; Modifications**. Except as otherwise provided herein, this Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and there are no agreements or understandings with respect to the subject matter hereof which are not contained in this Agreement. This Agreement may be modified only in writing signed by the Company and the Purchaser.
- **4.2** Survival. All representations, warranties, and agreements of the Company and the Purchaser herein shall survive delivery of, and payment for, the Shares purchased hereunder.
- **4.3 Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and shall become effective when counterparts have been signed by each party and delivered to the other party hereto, it being understood that all parties need not sign the same counterpart. Execution may be made by delivery of a facsimile or PDF.
- **4.4 Severability**. The provisions of this Agreement are severable and, in the event that any court or officials of any regulatory agency of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement and this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible, so long as such construction does not materially adversely affect the economic rights of either party hereto.

- **4.5 Notices**. All notices or other communications required or permitted to be provided hereunder shall be in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed e-mail if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company or the Purchaser, as applicable, at the address for such recipient listed on the signature pages hereto or at such other address as such recipient has designated by two days advance written notice to the other party hereto.
- **4.6 Governing Law**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the choice of law principles thereof.
- **4.7 WAIVER OF JURY TRIAL**. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.
- **4.8 Headings**. The headings of the various sections of this Agreement have been inserted for convenience of reference only and will not be deemed to be part of this Agreement.
- **4.9 Fees and Expenses**. Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay (a) all transfer agent fees incurred in connection with the delivery of any Shares to the Purchaser and (b) all out-of-pocket expenses (including reasonable attorney's fees) of the Purchaser incurred by the Purchaser in connection with specifically enforcing the terms and provisions of this Agreement pursuant to Section 4.10.
- **4.10 Enforcement.** The Company and the Purchaser acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that either party shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement by the other party and to enforce specifically the terms and provisions hereof (without the necessity of showing economic loss and without any bond or other security being required), this being in addition to any other remedy to which either party may be entitled by law or equity.
- **4.11 Termination**. This Agreement may be terminated by the Company or the Purchaser, by written notice to the other party, if the Closing has not been consummated on or before the third (3rd) Trading Day after the parties' execution of this Agreement; provided, however, that no such termination will affect the right of any party to sue for any breach by any other party.
- **4.12 Independent Nature of Purchaser's Obligations and Rights.** The Purchaser shall not be responsible in any way for the performance or non-performance of the obligations of any Other Purchaser under any Other Purchase Agreement.

[Signature Pages Follow]

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

### STREAMLINE HEALTH SOLUTIONS, INC.

	ьу:	
	Name:	
	Title:	
	Address for notice:	
	Streamline Health Solutions, Inc.	
	2400 Old Milton Pkwy Box 1353 Alpharetta, GA 30009	
	Attention: Chief Financial Officer	
	Email: Thomas.Gibson@streamlinehealth.net	
	The state of the s	
	With a copy (which shall not constitute notice) to:	
	Troutman Pepper Hamilton Sanders LLP	
	600 Peachtree St NE, Suite 3000 Atlanta, GA 30308	
	Attention: David W. Ghegan	
	E-mail: David.Ghegan@troutman.com	
	[PURCHASER]	
	By:	
	Name:	
	Title:	
	Address for notice:	
	Email:	
Company Shares currently held by Purchaser:		
company onaics currently near by 1 archaser.		
Name of DTC Participant (broker-dealer at which the account or accounts	to be credited with the Shares are maintained):	
DTC Participant Number:		
Name of Account at DTC Participant being credited with the Shares:		
Account Number at DTC Participant being credited with the Shares:		

### FOR IMMEDIATE RELEASE



### Streamline Health® Announces Registered Direct Offering of Common Stock

Atlanta, GA – October 25, 2022 – <u>Streamline Health Solutions, Inc.</u> ("Streamline" or the "Company") (Nasdaq: STRM), a leading provider of solutions that enable healthcare providers to proactively address revenue leakage and improve financial performance, today announced that it has entered into purchase agreements to sell a total of 6,299,989 shares of common stock in a registered direct offering to certain investors at a purchase price of \$1.32 per share, which represents the closing price on The NASDAQ Capital Market on October 24, 2022. The offering is being made without an underwriter or placement agent.

The gross proceeds to Streamline from the offering are expected to be approximately \$8.3 million. The offering is expected to close on or about October 26, 2022, subject to satisfaction of customary closing conditions. Streamline intends to use the proceeds from the offering for general corporate purposes.

The shares described above are being offered by Streamline pursuant to a shelf registration statement on Form S-3 previously filed with and subsequently declared effective by the Securities and Exchange Commission ("SEC") on September 13, 2022. The prospectus supplement and accompanying base prospectus relating to the offering will be filed with the SEC and will be available on the SEC's website at <a href="https://www.sec.gov">www.sec.gov</a>. Alternatively, a copy of the prospectus supplement and accompanying prospectus may be obtained from the Company at: Streamline Health Solutions, Inc., Attention: Corporate Secretary, 2400 Old Milton Pkwy, P.O. Box 1353, Alpharetta, GA 30009, or by telephone at (888) 997-8732.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy any of the securities described herein, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

### Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995

This document may contain certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These include statements regarding, but not limited to, the anticipated closing of the offering and Streamline's expected uses of the proceeds from the offering. Forward-looking statements can be identified by the use of words such as "may," "will," "plan," "should," "expect," "anticipate," "estimate," "continue" or comparable terminology. Forward-looking statements involve risks and uncertainties that could cause actual results or developments to differ materially from those indicated due to a number of factors affecting Streamline's operations, markets, products and services. Streamline identifies the principal risks and uncertainties that impact its performance in its public reports filed with the SEC, including the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition" sections of Streamline's most recent Annual Report on Form 10-K, as may be supplemented or amended by Streamline's subsequent Quarterly Reports on Form 10-Q. Forward-looking statements speak only as of the date on which they are made and Streamline undertakes no obligation to publicly release the results of any revision to such forward-looking statements, which may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, except as required by applicable law.

### **About Streamline Health**

Streamline Health Solutions, Inc. (Nasdaq: STRM) enables healthcare organizations to proactively address revenue leakage and improve financial performance. We deliver integrated solutions, technology-enabled services and analytics that drive compliant revenue leading to improved financial performance across the enterprise. For more information, visit <a href="https://www.streamlinehealth.net">www.streamlinehealth.net</a>.

### **Company Contact**

Jacob Goldberger
Director, Investor Relations and FP&A
303-887-9625
Jacob.goldberger@streamlinehealth.net



### FOR IMMEDIATE RELEASE

### Streamline Health® Announces Strategic Alignment and Closing of Registered Direct Offering of Common Stock

- The Company closed the previously announced registered direct offering of common stock for gross proceeds of approximately \$8.3 million; more than 30% was raised from insiders
- Ben Stilwill appointed President, Streamline Health Solutions, Jawad Shaikh appointed Chief Strategy Officer, Streamline Health Solutions, Amy Sebero appointed Chief Growth Officer, Streamline Health
- The Company anticipates exiting fiscal 2022 with \$17 million of booked SaaS ACV, and exiting fiscal 2023 with \$30 million of booked SaaS ACV

**Atlanta, GA – October 27, 2022 – <u>Streamline Health Solutions, Inc.</u> ("Streamline," "Streamline Health," or the "Company") (Nasdaq: STRM), a leading provider of solutions that enable healthcare providers to proactively address revenue leakage and improve financial performance, today announced a strategic alignment of its business and the closing of its previously announced registered direct offering of common stock.** 

### **Strategic Alignment**

The Company has consolidated its eValuator and Avelead businesses into one organization. The Company believes the alignment will accelerate progress within its innovation and service functions. The eValuator and Avelead software solutions share a common call point; as a result, the Company expects this alignment will enhance growth and profitability over the long term.

Effective immediately, Ben Stilwill has been appointed President, Streamline Health; Jawad Shaikh has been appointed Chief Strategy Officer, Streamline Health and Amy Sebero has been appointed Chief Growth Officer, Streamline Health.

Ben Stilwill has most recently served as CEO, eValuator Solutions and, prior to that, as Streamline's Senior Vice President of Customer Success. Ben was instrumental in developing a world class client success organization within eValuator focused on maintaining key client relationships and establishing a portfolio of referenceable accounts. Mr. Stilwill joined Streamline in 2013 as a senior financial analyst and has held various roles in finance, infrastructure and sales. Prior to joining Streamline Health, Mr. Stilwill was an analyst in BMO Capital Markets M&A practice. Mr. Stilwill holds an Executive MBA from Villanova University and a bachelor's degree in economics from DePauw University.

"I am thrilled to continue to lead and evolve the culture of excellence we have developed at Streamline. Our team is focused on helping our country's health systems get paid for the care they provide by optimizing revenue integrity prior to billing. These moves help us further pursue that mission." stated Ben Stilwill, President, Streamline Health.

Jawad Shaikh was previously CEO, Avelead Solutions, which he cofounded in 2014. Jawad was also the founder and senior partner of Accision Health, a Health IT service and consulting firm, from 2000-2010 prior to its merger with Parallon Technology Solutions. Jawad's vision for delivering solutions in the form of healthcare technology-specific services and customized healthcare software offerings has delivered results for clients nationally.

"I am excited to have the opportunity to work with the entire Streamline Health team to help our health system clients put an end to lost revenue." Said Jawad Shaikh, Chief Strategy Officer, Streamline Health.

Amy Sebero has more than four decades of healthcare experience and has been the Chief Growth Officer of eValuator since March of 2022. Prior to joining Streamline, Amy was nThrive's Chief Client Officer and Chief Growth Officer, managing relationships with over 900 health systems, including 37 of the 40 largest healthcare providers in the U.S. She was with nThrive for more than 28 years. Prior to joining nThrive, Ms. Sebero spent 10 years as a CPA in healthcare auditing and consulting at Ernst & Young. Ms. Sebero holds a bachelor's degree in accounting from the University of North Florida.

"My career has been dedicated to improving the financial well-being of healthcare organizations, allowing them to better serve their patients and communities. I believe the solutions we offer at Streamline have significant value for any health system and I am thrilled to lead our combined growth function." Said Amy Sebero, Chief Growth Officer, Streamline Health.

"I am thrilled to work with Ben to lead our organization in providing world class solutions to our clients." Commented Tee Green, Chief Executive Officer, Streamline Health Solutions. "Thanks to the execution of this strategic alignment, we continue to expect to achieve cash generation during the second half of fiscal 2023, while continuing to make strides within each of innovation, service and growth."

As a result of the consolidation of the eValuator and Avelead businesses, the Company expects to realize approximately \$1.5 million of annualized cost savings as of November 1, 2022; with an additional \$1.5 million of annualized cost savings to be realized through future actions executed throughout fiscal 2023. More than 10% of these cost savings are expected to be attributable to salary reductions from the Company's executive management. Streamline maintained its previous expectation to exit fiscal 2022 with \$17.0 million of Booked SaaS ACV and announced that it expects to exit fiscal 2023 with \$30.0 million of Booked SaaS ACV.

#### **Stock Offering**

The Company also announced that it had closed its previously announced registered direct offering to sell a total of 6,299,989 shares of common stock to certain investors at a purchase price of \$1.32 per share, which represents the closing price on The NASDAQ Capital Market on October 24, 2022. The offering was made without an underwriter or placement agent.

The gross proceeds to Streamline from the offering totaled approximately \$8.3 million. Streamline intends to use the proceeds from the offering for general corporate purposes. More than 30% of the offering was raised from insiders, including each member of the company's board of directors and key members of the company's management team.

Chad Nelson, Managing Partner at Invenire Capital, commented, "Streamline's ability to execute is evidenced by rapid bookings growth throughout fiscal 2022. We are confident in the value the Company's solutions provide to health systems and the talented team at the Company; our investment reflects our belief in Streamline's long-term potential."

The shares described above were offered by Streamline pursuant to a shelf registration statement on Form S-3 previously filed with and subsequently declared effective by the Securities and Exchange Commission ("SEC") on September 13, 2022. The prospectus supplement and accompanying base prospectus relating to the offering were filed with the SEC and are available on the SEC's website at <a href="https://www.sec.gov">www.sec.gov</a>. Alternatively, a copy of the prospectus supplement and accompanying prospectus may be obtained from the Company at: Streamline Health Solutions, Inc., Attention: Corporate Secretary, 2400 Old Milton Pkwy, P.O. Box 1353, Alpharetta, GA 30009, or by telephone at (888) 997-8732.

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### **Company Contact**

### Media:

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### **Investors:**

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