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

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**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): **November 20, 2018**

**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.)

**1175 Peachtree Street NE, 10<sup>th</sup> Floor**  
**Atlanta, GA 30361**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(404) 446-2052**

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

- 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))

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

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.

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

On November 20, 2018, Streamline Health Solutions, Inc. (the “Company”), Streamline Health, Inc., as borrower, and Wells Fargo Bank, N.A., as administrative agent, and the other lender parties thereto entered into a Fourth Amendment (the “Fourth Amendment”) to the Company’s Credit Agreement dated November 21, 2014, as previously amended on April 15, 2015, April 29, 2016, and June 19, 2017 (the “Credit Agreement”).

The Fourth Amendment extends the maturity date of the term loan to May 21, 2020, modifies the repayment schedule for the principal of the term loan, changes the minimum liquidity requirements applicable to the Company, and, effective as of October 31, 2018, modifies the minimum EBITDA covenant thresholds. The newly negotiated lower minimum thresholds for EBITDA covenants are markedly lower than the Company’s previous minimum EBITDA covenant thresholds.

The Fourth Amendment changed the minimum liquidity required to be maintained by the Company to at least (i) \$3,500,000 from November 20, 2018 through and including January 31, 2019, and (ii) \$4,000,000 from February 1, 2019 through and including the maturity date of the Credit Agreement.

The following table shows the minimum EBITDA covenant thresholds, as modified by the Fourth Amendment:

<b>Applicable Amount</b>	<b>Applicable Period</b>
\$(509,000)	For the fiscal quarter ending October 31, 2018
\$20,000	For the 2-quarter period ending January 31, 2019
\$204,000	For the 3-quarter period ending April 30, 2019
\$180,000	For the 4-quarter period ending July 31, 2019
\$508,000	For the 4-quarter period ending October 31, 2019
\$408,000	For the 4-quarter period ending January 31, 2020
\$562,000	For the 4-quarter period ending April 30, 2020 and for the 4-quarter period ending on each July 31, October 31, January 31, and April 30 thereafter

The foregoing is a summary of the terms of the Fourth Amendment. The summary does not purport to be complete and is qualified in its entirety by reference to the Fourth Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

The NASDAQ Stock Market advised the Company on November 26, 2018 that the closing bid price of the Company’s common stock, par value \$0.01 per share of the Company (the

“Common Stock”) has been below the minimum bid price of \$1.00 per share for the previous 30 consecutive business days, which is required for continued listing on The NASDAQ Capital Market pursuant to NASDAQ Listing Rule 5550(a)(2) (the “Listing Rule”).

Pursuant to NASDAQ Listing Rule 5810(c)(3)(A), NASDAQ has provided the Company with 180 calendar days, or until May 28, 2019, to regain compliance with the Listing Rule. During this period, the Company’s Common Stock will continue to trade uninterrupted on The NASDAQ Capital Market under the symbol “STRM.” To regain compliance, the closing bid price of the Common Stock must be at least \$1.00 for a minimum of 10 consecutive business days at any time before May 28, 2019. If the Company regains compliance with the Listing Rule, NASDAQ will provide written confirmation to the Company and close the matter. If the Company is not able to regain compliance with the Listing Rule by May 28, 2019 and is ineligible for additional time, the Company will receive notice of delisting from NASDAQ, which notice may be appealed at that time.

The Company intends to continue actively monitoring the closing bid price for its common stock between now and May 28, 2019 and will consider available options to resolve the deficiency and regain compliance with the minimum closing bid price requirement. The Company has options that are available to help cure the deficiency, including, but not limited to, effecting a reverse stock split.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
10.1	<a href="#"><u>Fourth Amendment to Credit Agreement dated as of November 20, 2018 by and among Wells Fargo Bank, N.A., the lenders party thereto, Streamline Health Solutions, Inc. and Streamline Health, Inc.</u></a>

**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.

Streamline Health Solutions, Inc.

Date: November 27, 2018

By: /s/ David W. Sides  
Name: David W. Sides  
Title: Chief Executive Officer

**FOURTH AMENDMENT TO CREDIT AGREEMENT**

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT (this "Agreement") is dated as of November 20, 2018 by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent ("Agent") for the Lenders (as defined in the Credit Agreement referred to below), the Lenders party hereto, **STREAMLINE HEALTH SOLUTIONS, INC.**, a Delaware corporation ("Parent") and **STREAMLINE HEALTH, INC.**, an Ohio corporation ("Borrower").

WHEREAS, Borrower, Parent, Agent, and Lenders are parties to that certain Credit Agreement dated as of November 21, 2014 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, Borrower, Agent and Lenders have agreed to amend the Credit Agreement in certain respects on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

2. Amendment. In reliance upon the representations and warranties of the Loan Parties set forth herein, and subject to the satisfaction of the conditions to effectiveness set forth herein, the Credit Agreement is hereby amended as follows:

(a) The table set forth in Section 2.2 of the Credit Agreement is hereby amended and restated in its entirety as follows:

<u>Date</u>	<u>Installment Amount</u>
December 31, 2018	\$149,246
March 31, 2019	\$149,246
June 30, 2019	\$149,246
September 30, 2019	\$149,246
December 31, 2019	\$149,246
March 31, 2020	\$149,246

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(b) The table set forth in Section 7(a) of the Credit Agreement is hereby amended and restated in its entirety as follows, effective retroactively as of October 31, 2018:

<u>Applicable Amount</u>	<u>Applicable Period</u>
\$(509,000)	For the fiscal quarter ending October 31, 2018
\$20,000	For the 2-quarter period ending January 31, 2019
\$204,000	For the 3-quarter period ending April 30, 2019
\$180,000	For the 4-quarter period ending July 31, 2019
\$508,000	For the 4-quarter period ending October 31, 2019
\$408,000	For the 4-quarter period ending January 31, 2020
\$562,000	For the 4-quarter period ending April 30, 2020 and for the 4-quarter period ending on each July 31, October 31, January 31 and April 30 thereafter

(c) Section 7(b) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(b) **Minimum Liquidity.** Maintain Liquidity of at least (i) \$3,500,000 at all times during the period from and after the Fourth Amendment Closing Date through and including January 31, 2019 and (ii) \$4,000,000 at all times from and after February 1, 2019.

(d) Schedule 1.1 of the Credit Agreement is hereby amended by amending and restating the definition of “Maturity Date” in its entirety as follows:

“Maturity Date” means May 21, 2020.

(e) The defined term “Fourth Amendment Closing Date” is hereby added to Schedule 1.1 to the Credit Agreement in its proper alphabetical order as follows:

“Fourth Amendment Closing Date” means November 20, 2018.

3. **Continuing Effect.** Except as expressly set forth in Sections 2 of this Agreement, nothing in this Agreement shall constitute a modification or alteration of the terms, conditions or covenants of the Credit Agreement or any other Loan Document, or a waiver of

any other terms or provisions thereof, and the Credit Agreement and the other Loan Documents shall remain unchanged and shall continue in full force and effect, in each case as amended hereby.

4. Reaffirmation and Confirmation. Each Loan Party hereby ratifies, affirms, acknowledges and agrees that the Credit Agreement and the other Loan Documents to which it is a party represent the valid, enforceable and collectible obligations of such Loan Party, and further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Credit Agreement or any other Loan Document. Each Loan Party hereby agrees that this Agreement in no way acts as a release or relinquishment of the Liens and rights securing payments of the Obligations. The Liens and rights securing payment of the Obligations are hereby ratified and confirmed by each Loan Party in all respects.

5. Conditions to Effectiveness. This Agreement shall become effective upon the satisfaction of the following conditions precedent:

(a) Agent shall have received a copy of this Agreement executed and delivered by Agent, the Lenders and the Loan Parties (with two (2) original copies of this Agreement to follow within two (2) Business Days after the date hereof); and

(b) no Default or Event of Default shall have occurred and be continuing on the date hereof or as of the date of the effectiveness of this Agreement.

6. Representations and Warranties. In order to induce Agent and Lenders to enter into this Agreement, each Loan Party hereby represents and warrants to Agent and Lenders that:

(a) After giving effect to this Agreement, all representations and warranties contained in the Loan Documents to which such Loan Party is a party are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Agreement, as though made on and as of the date of this Agreement (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) no Default or Event of Default has occurred and is continuing; and

(c) This Agreement and the Loan Documents, as amended hereby, constitute legal, valid and binding obligations of such Loan Party and are enforceable against such Loan Party in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally.

7. Miscellaneous.

(a) Expenses. Borrower agrees to pay on demand all reasonable costs and expenses of Agent and the Lenders (including reasonable attorneys' fees) incurred in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided herein shall survive any termination of this Agreement and the Credit Agreement as amended hereby.

(b) Choice of Law and Venue; Jury Trial Waiver; Reference Provision. Without limiting the applicability of any other provision of the Credit Agreement or any other Loan Document, the terms and provisions set forth in Section 12 of the Credit Agreement are expressly incorporated herein by reference.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

8. Release; Covenant Not to Sue.

(a) In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors, assigns, and its present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (each Loan Party and all such other Persons begin hereinafter referred to collectively as the "Releasing Parties" and individually as a "Releasing Party"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and Lenders, and their successors and assigns, and their present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (Agent, each Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which such Releasing Party may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement for or on account of, or in relation to, or in any way in connection with this Agreement, the Credit Agreement, or any of the other Loan Documents or any of the



transactions thereunder or related thereto. For the avoidance of doubt, the foregoing release is only a release of Claims that exist on or prior to the date of this Amendment and is not a release of any Claims that may arise in the future.

(b) Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

(d) Each Releasing Party hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by any Releasing Party pursuant to this Section 8. If any Releasing Party violates the foregoing covenant, each Loan Party, for itself and its successors and assigns, and its present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

**STREAMLINE HEALTH SOLUTIONS, INC.**, a Delaware corporation, as Parent

By: /s/ Thomas Gibson  
Name: Thomas Gibson  
Title: Chief Financial Officer

**STREAMLINE HEALTH, INC.**, an Ohio corporation, as Borrower

By: /s/ Thomas Gibson  
Name: Thomas Gibson  
Title: Chief Financial Officer

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent and as a Lender

By: /s/ Jon Lareau  
Name: Jon Lareau  
Title: Its Authorized Signatory

Signature Page to Fourth Amendment to Credit Agreement

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