

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

STREAMLINE HEALTH SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

31-1455414
(I.R.S. Employer
Identification Number)

1230 Peachtree Street NE, Suite 1000
Atlanta, Georgia
(Address of principal executive offices)

30309
(Zip Code)

STREAMLINE HEALTH SOLUTIONS, INC.
1996 ASSOCIATE STOCK PURCHASE PLAN
(AS AMENDED AND RESTATED EFFECTIVE JULY 1, 2013)
(Full title of plan)

Nicholas A. Meeks
Chief Financial Officer
Streamline Health Solutions, Inc.
1230 Peachtree Street NE, Suite 1000
Atlanta, Georgia 30309
(Name and address of agent for service)

(404) 446-0050
(Telephone number, including area code, of agent of service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

- Large accelerated filer Accelerated filer
 Non-accelerated filer (Do not check if smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Common stock, par value \$0.01 per share	500,000 shares	\$6.22	\$3,110,000	\$425
(1) This Registration Statement also registers additional securities to be offered or issued upon adjustment or changes made to the registered securities by reason of any stock splits, stock dividends or similar transactions as permitted by Rule 416(a) and Rule 416(b) under the Securities Act of 1933, as amended (the "Securities Act").				
(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and Rule 457(h) under the Securities Act, based on the average (\$6.22) of the high and low prices of the common stock of Streamline Health Solutions, Inc., as reported on The NASDAQ Capital Market on May 20, 2013.				

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

ITEM 1. Plan Information.*

ITEM 2. Registrant Information and Employee Plan Annual Information.*

*The documents containing the information specified in Part I of Form S-8 will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act. Such documents need not be filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. Incorporation of Documents by Reference.

The following documents filed by Streamline Health Solutions, Inc. (the "Company") with the Commission are incorporated herein by reference:

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended January 31, 2013, filed with the Commission on April 26, 2013;
- (b) The Company's Current Reports on Form 8-K filed with the Commission on April 26, 2013 and May 20, 2013;
- (c) Those portions of the Company's Definitive Proxy Statement on Schedule 14A, filed with the Commission on April 26, 2013 deemed incorporated by reference into the Company's Annual Report on Form 10-K;
- (d) The Company's Definitive Additional Proxy Materials filed with the Commission on May 13, 2013;
- (e) The description of the Company's common stock set forth in Amendment No. 1 to the Company's Registration Statement on Form 8-A filed with the Commission on April 16, 1996; and
- (f) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the period referred to in (a), above.

All documents subsequently filed by the Company with the Commission under Sections 13(a), 13(c), 14 and 15(d), as applicable, of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. Description of Securities.

Not applicable.

ITEM 5. Interests of Named Experts and Counsel.

Not applicable.

ITEM 6. Indemnification of Directors and Officers.

Section 145(a) of the Delaware General Corporation Law (the "DGCL") provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or other adjudicating court shall deem proper.

Section 145(g) of the DGCL provides, in general, that a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such

capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the DGCL.

Article Ninth of the Company's Certificate of Incorporation, as amended to date (the "Charter"), contains provisions permitted by Section 102 of the DGCL, which eliminate personal liability of members of the Company's board of directors for violations of their fiduciary duty of care. Neither the DGCL nor the Charter, however, limits the liability of a director for breaching his duty of loyalty, failing to act in good faith, engaging in intentional misconduct or knowingly violating a law, paying a dividend or approving a stock repurchase under circumstances where such payment or repurchase is not permitted under the Statute, or obtaining an improper personal benefit.

Article Eighth of the Charter and Article VII of the Company's Bylaws, as amended to date (the "Bylaws"), provides that the Company will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

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Article Eighth of the Charter and Article VII of the Bylaws further provide that the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Article Eighth of the Charter and Article VII of the Bylaws further provide for indemnification against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense of any claim, issue or matter to the extent that a director or officer of the Company or a person serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, has been successful on the merits or otherwise in defense of any such action, suit or proceeding.

In addition, Article Eighth of the Charter and Article VII of the Bylaws provide that the right to indemnification and advancement of expenses shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. Furthermore, Article Eighth of the Charter and Article VII of the Bylaws authorizes the Company to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not we would have the power to indemnify such person against such liability under the provisions of Section 145 of the DGCL.

The Company has entered into indemnification agreements with each of its directors and officers. These agreements provide that the Company will indemnify each of its directors and officers and such entities to the fullest extent permitted by law.

The Company also currently maintains an insurance policy that provides coverage pursuant to which the Company is to be reimbursed for amounts that it is required or permitted by law to pay to indemnify its directors and officers.

ITEM 7. Exemption From Registration Claimed.

Not Applicable.

ITEM 8. Exhibits.

The following exhibits are filed as part of this Registration Statement:

<u>Exhibit No.</u>	<u>Description</u>
4.1(a)	Certificate of Incorporation of Streamline Health Solutions, Inc. f/k/a/ LanVision Systems, Inc. (incorporated herein by reference from the Registration Statement on Form S-1, File Number 333-01494, as filed with the Commission on April 15, 1996).
4.1(b)	Certificate of Incorporation of Streamline Health Solutions, Inc., amendment No. 1 (incorporated herein by reference from Exhibit 3.1(b) of the Form 10-Q, as filed with the Commission on

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<u>Exhibit No.</u>	<u>Description</u>
	September 8, 2006).

- 4.2 Certificate of Designation of Preferences, Rights and Limitations of Series A 0% Convertible Preferred Stock (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Commission on November 1, 2012).
- 4.3 Form of Common Stock Purchase Warrant (incorporated herein by reference to Exhibit 10.6 to the Current Report on Form 8-K filed with the Commission on August 21, 2012).
- 4.4 Bylaws of Streamline Health Solutions, Inc., as amended and restated on July 22, 2010 (incorporated herein by reference from Exhibit 3.2 of Form 10-Q, as filed with the Commission on September 9, 2010).
- 4.5 Specimen Common Stock Certificate of Streamline Health Solutions, Inc. (incorporated herein by reference from the Registration Statement on Form S-1, File Number 333-01494, as filed with the Commission on April 15, 1996).
- 5 Opinion of Womble Carlyle Sandridge & Rice, LLP regarding the legality of the securities being registered.
- 23.1 Consent of Independent Registered Public Accounting Firm.
- 23.2 Consent of Womble Carlyle Sandridge & Rice, LLP (included in Exhibit 5).
- 24 Powers of Attorney (included on the signature page).
- 99 Streamline Health Solutions, Inc. 1996 Associate Stock Purchase Plan (as amended and restated effective July 1, 2013).

ITEM 9. Undertakings.

(a) The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement;

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(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Streamline Health Solutions, Inc. (the "Company") certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Nicholas A. Meeks

Name: Nicholas A. Meeks

Title: Senior Vice President, Chief Financial Officer and Secretary

Each of the undersigned, being a director and/or officer of Streamline Health Solutions, Inc. (the "Company"), hereby nominates, constitutes and appoints Robert E. Watson to be his/her true and lawful attorney-in-fact and agent and to sign in his/her name and on his/her behalf in any and all capacities stated below, and to file with the Securities and Exchange Commission (the "Commission"), a Registration Statement on Form S-8 (the "Registration Statement") or other appropriate form relating to the issuance of certain shares of the common stock, par value \$0.01 per share, of the Company (the "Common Stock") in connection with the Streamline Health Solutions, Inc. 1996 Associate Stock Purchase Plan (as amended and restated effective July 1, 2013), and to file any and all amendments, including post-effective amendments, exhibits and other documents and instruments in connection therewith, to the Registration Statement, making such changes in the Registration Statement as such attorney-in-fact and agent deems appropriate, and generally to do all such things on his or her behalf in any and all capacities stated below to enable the Company to comply with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and all requirements of the Commission.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated as of May 22, 2013.

/s/ Robert E. Watson

Name: Robert E. Watson

Title: Chief Executive Officer and Director (Principal Executive Officer)

/s/ Nicholas A. Meeks

Name: Nicholas A. Meeks

Title: Senior Vice President, Chief Financial Officer and Secretary
(Principal Financial Officer)

/s/ Carolyn Zelnio

Name: Carolyn Zelnio

Title: Vice President and Chief Accounting Officer (Principal Accounting Officer)

/s/ Jonathan R. Phillips

Name: Jonathan R. Phillips

Title: Director

/s/ Edward J. VonderBrink

Name: Edward J. VonderBrink

Title: Director

/s/ Allen S. Moseley

Name: Allen S. Moseley

Title: Director

/s/ Andrew L. Turner

Name: Andrew L. Turner

Title: Director

/s/ Michael G. Valentine

Name: Michael G. Valentine

Title: Director

/s/ Michael K. Kaplan

Name: Michael K. Kaplan

Title: Director

EXHIBIT INDEX

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[Letterhead of Womble Carlyle Sandridge & Rice, LLP]

May 22, 2013

Streamline Health Solutions, Inc.
1230 Peachtree Street NE, Suite 1000
Atlanta, Georgia 30309

Re: Registration Statement on Form S-8 Relating to the
Streamline Health Solutions, Inc. 1996 Associate Stock Purchase Plan
(as amended and restated effective July 1, 2013)

Ladies and Gentlemen:

We have acted as counsel to Streamline Health Solutions, Inc., a Delaware corporation (the "Company"), in connection with the preparation of the Company's above-referenced registration statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "1933 Act"), filed by the Company with the Securities and Exchange Commission (the "Commission"). The Registration Statement relates to the 500,000 shares of the Company's common stock, par value \$0.01 per share (the "Shares"), which are proposed to be offered and sold pursuant to the Streamline Health Solutions, Inc. 1996 Associate Stock Purchase Plan (as amended and restated effective July 1, 2013) (the "Plan"). This opinion is provided pursuant to the requirements of Item 8(a) of Form S-8 and Item 601(b)(5) of Regulation S-K.

As the Company's counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Company's certificate of incorporation and bylaws, each as amended to date, and minutes and records of the corporate proceedings of the Company relating to the filing of the Registration Statement and the issuance of the Shares, as provided to us by the Company, certificates of public officials and of representatives of the Company, and statutes and other instruments and documents, as a basis for the opinions hereinafter expressed. In rendering this opinion, we have relied upon certificates of public officials and representatives of the Company with respect to the accuracy of the factual matters contained in such certificates.

In connection with such examination, we have assumed (a) the genuineness of all signatures and the legal capacity of all signatories; (b) the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified or photostatic copies; and (c) the proper issuance and accuracy of certificates of public officials and representatives of the Company. In rendering opinions as to future events, we have assumed the facts and law existing on the date hereof.

Based on and subject to the foregoing, and having regard for such legal considerations as we deem relevant, it is our opinion that the Shares have been duly authorized by all necessary corporate action on the part of the Company, and, upon issuance, delivery and payment therefor in the manner contemplated by the Plan and the Registration Statement, the Shares will be validly issued, fully paid and non-assessable.

This opinion is limited to the laws of the State of Delaware, and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

This opinion is rendered as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to any reference to the name of our firm in the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the 1933 Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Womble Carlyle Sandridge & Rice, LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Streamline Health Solutions, Inc.
Atlanta, Georgia

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated April 26, 2013, relating to the consolidated financial statements and financial statement schedule of Streamline Health Solutions, Inc. appearing in the Company's Annual Report on Form 10-K for the year ended January 31, 2013.

/s/ BDO USA LLP

Chicago, Illinois
May 22, 2013

**STREAMLINE HEALTH SOLUTIONS, INC.
1996 ASSOCIATE STOCK PURCHASE PLAN
(AS AMENDED AND RESTATED EFFECTIVE JULY 1, 2013)**

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**STREAMLINE HEALTH SOLUTIONS, INC.
1996 ASSOCIATE STOCK PURCHASE PLAN
(AS AMENDED AND RESTATED EFFECTIVE JULY 1, 2013)**

1. *Purpose of the Plan.*

This 1996 Associate Stock Purchase Plan, as amended and restated effective July 1, 2013 and as it may be hereafter amended (the "Plan"), is intended as an incentive and to encourage stock ownership by all eligible employees (or "Associates") of Streamline Health Solutions, Inc., a Delaware corporation (the "Company"), and its Subsidiaries, so that they may share in the prospects of the Company by acquiring or increasing their proprietary interests in the Company. The Plan is designed to encourage eligible Associates to remain in the employ of the Company. It is intended that options issued pursuant to this Plan shall constitute options issued pursuant to an "employee stock purchase plan" within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended (the "Code"), and related regulations and other guidance, and the Plan shall be construed in accordance with Section 423 of the Code.

2. *Definitions.* In addition to other terms defined herein, the following terms shall have the meanings given below.

2.1 "Agent" shall mean the stock transfer agent for the Common Stock.

2.2 "Base Pay" means regular straight time earnings or draw, but excludes compensation for overtime, commissions, bonuses, amounts paid as reimbursement of expenses and other additional compensation; provided, however, Base Pay for account executives means sales commissions for the most recent calendar year.

2.3 "Common Stock" means the Company's Common Stock, \$.01 par value.

2.4 "Fair Market Value" on a given date means the closing price for the Common Stock on a national stock exchange on such date (or, if there is no closing price on such date, on the date immediately preceding such date for which closing price information is available) or, if the stock is not traded on an exchange, the last sale price for the Common Stock as reported on the an automated inter-dealer quotation system; or, if the shares of Common Stock are not listed or reported in any of the foregoing, then Fair Market Value shall be determined by the Plan Administrator (as defined in Section 19) in any other manner consistent with Section 423 of the Code and accompanying regulations.

2.5 "Investment Account" shall mean the separate account for each participating Associate reflecting the number of shares of Common Stock purchased under the terms of the Plan that have not been withdrawn by the Associate.

2.6 "Offering Date" means the commencement date of the offering if such date is a regular business day or the first business day following such commencement date if such date is not a regular business day. A different date may be set by resolution of the Board of Directors of the Company (the "Board").

2.7 "Parent" means any corporation, other than the Company, in an unbroken chain of corporations ending with the Company if each of the corporations other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

2.8 "Payroll Deduction Account" shall mean the funds accumulated with respect to an individual Associate as a result of deductions from his or her paycheck for the purpose of purchasing stock under this Plan. The funds allocated to an Associate's Payroll Deduction Account shall remain the property of

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the respective Associate at all times during each offering until the purchase of shares with such funds at the end of the offering.

2.9 "Plan Year" means, with respect to offerings ending before July 1, 2013, the period commencing July 1 of one year and ending June 30 of the following year and, with respect to offerings commencing on or after July 1, 2013, the period commencing January 1 and ending December 31 of such year.

2.10 "Subsidiary" or "Subsidiaries" means any corporation or corporations other than the Company in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

3. *Associates Eligible to Participate.*

All Associates of the Company and its Subsidiaries as may be designated for such purpose from time to time by the Plan Administrator shall be eligible to participate in the Plan (each such Associate who participates in the Plan being also referred to as a "participant"), provided each such Associate:

(a) is employed on the first day of each applicable Plan Year (and, if different, the first day of the offering) and has timely completed an Enrollment Agreement described in Section 8 for that Plan Year; and

(b) does not own, immediately after the right to purchase Shares under the Plan is granted, stock possessing Five Percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or a Subsidiary. In determining stock ownership for purposes of the preceding sentence, the rules of Section 424(d) of the Code shall apply and stock which the Associate may purchase under outstanding options shall be treated as stock owned by the Associate.

4. *Offerings.*

The first offering under this Plan commenced on July 1, 1996 and terminated on June 30, 1997. Thereafter, with respect to offerings prior to July 1, 2013, offerings shall commence on July 1 and terminate on June 30 of the following year. With respect to offerings commencing on or after July 1, 2013, there shall be two offering periods per Plan Year, with the first offering commencing on January 1 and ending on June 30 of such year, and the second offering commencing on July 1 and ending on December 31 of such year; provided, however, that, the Board may determine to implement a different offering period upon notice to participants and the first offering period for the 2013 Plan Year shall commence on July 1, 2013 and end on December 31, 2013. Offerings shall continue until the Plan is terminated by the Board or no additional shares of Common Stock of the Company are available for purchase under the Plan.

5. *Price.*

The purchase price per share shall be the lesser of (a) 85% of the Fair Market Value of the Common Stock on the Offering Date; or (b) 85% of the Fair Market Value of the Common Stock on the last business day of the offering.

6. *Stock Subject to the Plan.*

The stock subject to the options shall be shares of the Company's authorized but unissued Common Stock or shares of Common Stock reacquired by the Company, including shares purchased in the open market. The aggregate number of shares initially issuable pursuant to the Plan was 500,000, which number was increased effective July 1, 2013 (by 500,000 shares) to a total of 1,000,000 shares following Board and stockholder approval of such increase; provided, however, that the share limitations stated in this Section 6 shall be subject to increase or decrease by reason of stock split-ups,

reclassifications, stock dividends, changes in par value and the like as provided in Section 7 herein. In the event that any option granted under the Plan expires unexercised or is terminated, surrendered or canceled without being exercised, in whole or in part, for any reason, the number of shares of Common Stock subject to such option shall again be available for grant as an option and shall not reduce the aggregate number of shares of Common Stock available for issuance as set forth herein.

7. *Changes in Capital Structure.*

7.1 In the event that the outstanding shares of Common Stock of the Company are hereafter increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Company or of another corporation, by reason of any reorganization, merger, consolidation, recapitalization, reclassification, stock split-up, combination of shares, or dividend payable in shares, appropriate adjustment shall be made by the Board in the number or kind of aggregate shares issuable under the Plan and shares as to which an option granted under this Plan shall be exercisable, to the end that the participant's proportionate interest shall be maintained as before the occurrence of such event. Any such adjustment made by the Board shall be conclusive.

7.2 If the Company is not the surviving or resulting corporation in any reorganization, merger, consolidation, recapitalization or similar business transaction, each outstanding option shall be assumed by the surviving or resulting corporation and each option shall continue in full force and effect, and shall apply to the same number and class of securities of the surviving corporation as a holder of the number of shares of Common Stock subject to the option would be entitled under the terms of the reorganization, merger, consolidation, recapitalization or other business transaction, unless the Board determines otherwise.

8. *Participation.*

An eligible Associate may become a participant by completing, signing and filing an enrollment agreement (the "Enrollment Agreement") and any other necessary papers with the Company at least ten days prior to the commencement of the particular offering in which he or she wishes to participate. Payroll deductions for a participant shall commence on the Offering Date and shall end on the termination date of such offering unless earlier terminated by the Associate as provided in Section 14. Participation in one offering under the Plan shall neither limit or require participation in any other offering.

9. *Payroll Deductions.*

9.1 At the time a participant files his or her Enrollment Agreement, he or she shall elect to have deductions made from his or her pay at such regular intervals as may be determined by the Committee (as defined in Section 19) during the time he or she is a participant in an offering at not less than \$10 or more than 10% of his or her Base Pay.

9.2 All payroll deductions made for a participant shall be credited to his or her Payroll Deduction Account under the Plan. A participant may not make any separate cash payment into such Payroll Deduction Account nor may payment for shares be made other than by payroll deduction (except as otherwise provided in Section 12.2 herein with respect to cash dividends).

9.3 A participant may discontinue his or her payroll deductions or participation in the Plan as provided in Section 14, but no other change can be made during an offering and, specifically, except as provided in Section 14, a participant may not alter the rate of his or her payroll deductions for that offering.

10. *Granting of Option; Limitation on Purchases and Options.*

10.1 On the Offering Date, the Company shall be deemed to have granted to the participant an option for as many full shares as he or she will be able to purchase with the payroll deductions credited

to his or her Payroll Deduction Account during his or her participation in that offering; provided that the maximum number of shares that a participant may purchase under an offering shall be the participant's Base Pay on the Offering Date divided by the Fair Market Value of the Common Stock on that Offering Date (and further subject to Section 10.2 herein).

10.2 Notwithstanding the foregoing, no Associate shall be granted an option which permits the Associate rights to purchase Common Stock under the Plan and any similar Associate stock purchase plans of the Company and, if applicable, a Subsidiary and, if applicable, a Parent to accrue at a rate which exceeds \$25,000 of Fair Market Value of such stock (determined at the time such option is granted) for each calendar year which such option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Code.

10.3 If the total number of shares for which options are to be granted on any date in accordance with Paragraph 10.1 exceeds the number of shares then available under the Plan (after deduction of all shares for which options have been exercised or are then outstanding), the Company shall make a pro rata allocation of the shares remaining available in as nearly a uniform manner as shall be practical and as it shall determine to be equitable.

11. *Exercise of Option.*

Each Associate who continues to be a participant in an offering on the last business day of that offering shall be deemed to have exercised his or her option on such date and shall be deemed to have purchased from the Company such number of full shares of Common Stock (subject to the limitations under Section 10) reserved for the purpose of the Plan as his or her accumulated payroll deductions on such date will pay for at the purchase price. All such shares purchased shall be credited to the participant's Investment Account. The Agent shall hold in its name or in the name of its nominee all certificates for shares purchased until shares are withdrawn by the participant under Section 13.

12. *Associate's Rights as a Stockholder.*

12.1 No participating Associate shall have any right as a stockholder with respect to any shares under the Plan until the shares have been purchased in accordance with Section 11 and the stock certificate has actually been issued.

12.2 All cash dividends paid with respect to shares of Common Stock in a participant's Investment Account shall, unless otherwise directed by the Committee, be used (without interest) to purchase additional shares of Common Stock on the next date shares are purchased pursuant to Section 11, subject to the limitations in Section 10. Such shares shall be added to the participant's Investment Account.

12.3 Each participant shall be entitled to direct the Agent as to the voting of any shares of Common Stock held in the participant's Investment Account.

13. *Withdrawal from Investment Account.*

13.1 A participant shall have the right to withdraw a certificate for all or a portion of the Common Stock credited to his or her Investment Account by giving notice to the Company; provided such requests may not be made more frequently than once per calendar quarter.

13.2 Each certificate withdrawn by a participant may be registered only in the name of the participant, or if the participant so directs, in the names of the participant and one other person, as joint tenants with right of survivorship, tenants in common, or as community property, to the extent and in the manner permitted by applicable law.

14. *Withdrawal from Payroll Deduction Account.*

14.1 An Associate may withdraw from the Plan, in whole but not in part, at any time prior to the last business day of each offering by delivering a withdrawal notice (the "Withdrawal Notice") to the Company, in which event the Company will refund the entire balance of the Associate's Payroll Deduction Account (without interest) as soon as practicable thereafter.

14.2 To re-enter the Plan, an Associate who has previously withdrawn must file a new Enrollment Agreement in accordance with Section 8. His or her re-entry into the Plan cannot, however, become effective before the beginning of the next offering following his or her withdrawal.

14.3 An Associate may elect to discontinue his or her payroll deductions during the course of a particular offering, at any time prior to the last business day preceding the final pay day during such offering, by delivering an election to discontinue deductions to the Company, and such election shall not constitute a withdrawal for the purposes of this Section 14. In the event that an Associate elects to discontinue his or her payroll deductions pursuant to this Paragraph 14.3, the Associate shall remain a participant in such offering and shall be entitled to purchase from the Company such number of full shares of Common Stock as set forth in and in accordance with Section 11.

15. *Carryover of Payroll Deduction Account.*

The Company shall not carry over the balance of a participant's Payroll Deduction Account to the next offering unless such carryover amount represents a fractional share or unless such carryover is otherwise in accordance with Reg. Section 1.423-2(f)(5) or any successor provision thereto. Further, if a participant does not enroll in a subsequent offering, the balance of the participant's Payroll Deduction Account shall be refunded to the participant. Upon termination of the Plan, the balance of each participant's Payroll Deduction Account shall be returned to the participant.

16. *Interest.*

No interest will be paid or allowed on any money in the Payroll Deduction Accounts of participating Associates.

17. *Rights Not Transferable.*

No participant shall be permitted to sell, assign, transfer, pledge, or otherwise dispose of or encumber the payroll deductions credited to his or her Payroll Deduction Account, any option granted under the Plan, or any other rights with regard to the exercise of an option or to receive shares under the Plan other than by will or the laws of descent and distribution, and such right and interest shall not be liable for, or subject to, the debts, contracts, or liabilities of the Associate. If any such action is taken by the participant, or any claim is asserted by any other party in respect of such right and interest whether by garnishment, levy, attachment or otherwise, such action or claim will be treated as an election to withdraw in accordance with Sections 13 or 14, whichever is applicable. An option granted under the Plan shall be exercisable, during the participant's lifetime, only by the participant.

18. *Termination of Associate's Rights.*

An Associate's rights under the Plan will terminate when he or she ceases to be an Associate because of resignation, layoff, or discharge. A Withdrawal Notice will be considered as having been received from the Associate on the day his or her employment ceases, and all payroll deductions not used will be refunded.

If an Associate's employment shall be terminated by reason of retirement, death, or disability prior to the end of the current offering, he or she (or his or her designated beneficiary, in the event of his or her death, or if none, his or her legal representative) shall have the right, within 90 days thereafter, to elect to have the balance of his or her Payroll Deduction Account either paid to him or her in cash or applied at the end of the current offering toward the purchase of Common Stock.

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19. *Administration of the Plan.*

The Plan shall be administered by the Board, or upon its delegation, by the Compensation Committee of the Board (the "Committee"), the members of which shall qualify as "non-employee directors" if and to the extent required under Rule 16b-3 adopted pursuant to the Securities Exchange Act of 1934, as amended. The Committee shall have such of the powers and authority vested in the Board hereunder as the Board may delegate to it (including the power and authority to interpret any provision of this Plan or of any option). The members of such Committee shall serve at the discretion of the Board. A majority of the members of the Board or the Committee, as the case may be, shall constitute a quorum, and all actions of the Board or the Committee, as applicable, shall be taken by a majority of the members present. Any action may be taken by a written instrument signed by all of the members of the Board or the Committee, as the case may be, and any action so taken shall be fully effective as if it had been taken at a meeting. The Board and/or the Committee shall also be referred to in this Plan as the "Plan Administrator." The Committee shall be the Plan Administrator unless and until the Board elects to assume administration of the Plan in whole or in part.

Subject to the provisions of this Plan, and with a view to effecting its purpose, the Plan Administrator shall have sole authority, in its absolute discretion, to (a) designate from time to time the Subsidiaries whose Associates will be eligible to participate in the Plan; (b) construe and interpret this Plan; (c) define the terms used in this Plan; (d) prescribe, amend and rescind rules and regulations relating to this Plan; (e) correct any defect, supply any omission or reconcile any inconsistency in this Plan; (f) determine all other terms and conditions of options; and (g) make all other determinations necessary or advisable for the administration of this Plan. In addition, the Plan Administrator shall have the authority and discretion to establish terms and conditions of options (including but not limited to the establishment of subplans) as the Plan Administrator determines to be necessary or appropriate to conform to the applicable requirements or practices of jurisdictions outside of the United States. All decisions, determinations and interpretations made by the Plan Administrator shall be binding and conclusive on all participants in this Plan and on their legal representatives, heirs and beneficiaries.

20. *Termination of and Amendments to Plan.*

The Plan may be terminated at any time by the Board. The Plan will terminate in any case on the date on which all of the unissued shares of Common Stock reserved for the purpose of the Plan have been purchased. Upon termination of the Plan, all payroll deductions not used to purchase Common Stock will be refunded.

The Board also reserves the right to amend the Plan from time to time in any respects, provided, however, that no amendment shall be effective without the approval of the stockholders (a) which would, except as provided in Sections 6 and 7, increase the aggregate number of shares of Common Stock to be issued under the Plan, (b) which would, except as provided in Section 3, change the class of Associates eligible to receive options under the Plan or (c) if such amendment requires stockholder approval under applicable laws, rules or regulations.

21. *Effective Date.*

The Plan became effective on July 1, 1996 following approval by the Board and stockholders in accordance with the requirements of Code Section 423 and related regulations. The Plan was amended and restated effective July 1, 2013, following approval by the Board and the stockholders in accordance with the requirements of Code Section 423 and related regulations.

22. *Miscellaneous.*

(a) *Equal Rights and Privileges.* All Associates shall have the same rights and privileges under the Plan, except that the amount of Common Stock which may be purchased by any Associate under options granted pursuant to the Plan shall bear a uniform relationship to the total compensation of

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Associates. All rules and determinations of the Committee in the administration of the Plan shall be uniformly and consistently applied to all persons in similar circumstances.

(b) *Legal and Other Requirements; Governing Law.* The Company may impose such restrictions on any options and shares of Common Stock acquired upon exercise of options as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization and any blue sky or state securities laws applicable to such shares. Notwithstanding any other Plan provision to the contrary, the Company shall not be obligated to issue, deliver or transfer shares of Common Stock under the Plan or make any other distribution of benefits under the Plan, or take any other action, unless such delivery, distribution or action is in compliance with all applicable laws, rules and regulations (including but not limited to the requirements of the Securities Act of 1933, as amended). All questions pertaining to the validity, construction and administration of the Plan and Options granted hereunder shall be determined in conformity with the laws of Delaware, without regard to the principles of conflicts of laws, to the extent not inconsistent with Section 423 of the Code and regulations thereunder or other applicable federal laws of the United States.

(c) *Withholding Taxes.* Upon the exercise of any option under the Plan, in whole or in part, or at the time of disposition of some or all of the Common Stock acquired pursuant to exercise of an option, a participant must make adequate provision for the federal, state or other tax withholding obligations, if any, which arise from the exercise of the option or the disposition of the Common Stock. The Company shall have the right to require the participant to remit to the Company, or to withhold from the participant (or both) amounts sufficient to satisfy all federal, state and local withholding tax requirements prior to the delivery or transfer of any certificate or certificates for shares of Common Stock.