
**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 21, 2009

Streamline Health Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

0-28132

(Commission File Number)

31-1455414

(IRS Employer Identification No.)

**10200 Alliance Road,
Suite 200, Cincinnati, OH**

(Address of principal executive offices)

45242-4716

(Zip Code)

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

(Former name or former address, if changed since last report.)

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

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

Item 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION

On October 21, 2009, Streamline Health, Inc. (the "Borrower"), a wholly owned subsidiary of Streamline Health Solutions, Inc. (the "Registrant"), entered into an amended and restated revolving note with Fifth Third Bank, Cincinnati, OH. The terms of the loan remain the same as set forth in the revolving note entered into on July 31, 2008, as amended on January 6, 2009, except as follows: (i) the maximum principal amount that can be borrowed has increased to \$2,750,000.00 from the prior maximum amount of \$2,000,000.00; (ii) the maturity date of the loan has been extended to October 1, 2011 from August 1, 2010; and (iii) the interest rate on the outstanding principal balance will accrue at an annual floating rate of interest equal to the Adjusted Libor Rate (as defined in the revolving note) plus 3.25% and will no longer be based upon the ratio of the Registrant's funded indebtedness to its trailing twelve months EBITDA.

The loan continues to be guaranteed by the Registrant. In connection with the entering into of the revised revolving note, the Registrant also entered into an amended and restated continuing guaranty agreement. The terms of the continuing guarantee agreement remain the same as set forth in the guarantee agreement entered into on July 31, 2008, as amended on January 6, 2009, except that the covenant that formerly required the Registrant to maintain certain levels of minimum Tangible Net Worth has been eliminated.

The loan also continues to be secured by a first lien on all of the assets of the Registrant and the Borrower pursuant to security agreements entered into by each of the Registrant and the Borrower.

The Registrant and Borrower believe that the terms of the revised loan documents are favorable to the Registrant and the Borrower. Neither the Registrant nor the Borrower were in default of, or out of compliance with, any terms of its credit facility. Prior to entering into the revised loan documents, the Registrant and the Borrower were in full compliance with the terms of its credit facility with Fifth Third Bank and there were no defaults.

The complete terms of the revised loan documents are set forth in the Amended and Restated Revolving Note, the Amended and Restated Continuing Guarantee Agreement, and the Security Agreements entered into by each of the Registrant and the Borrower attached as Exhibits 10.1, 10.2 and 10.3, respectively. These documents replace all loan documents previously in existence between the Registrant, the Borrower and Fifth Third Bank. All defined terms used in this Form 8-K and not defined herein, have the meanings set forth in the Amended and Restated Revolving Note and Amended and Restated Continuing Guarantee Agreement, as applicable.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	Amended and Restated Revolving Note, effective as of October 21, 2009 entered into by Streamline Health, Inc.
10.2	Amended and Restated Continuing Guarantee Agreement, effective as of October 21, 2009 by and between Streamline Health Solutions, Inc, and Fifth Third Bank
10.3	Security Agreement, effective as of October 21, 2009 by and between Streamline Health Solutions, Inc, and Fifth Third Bank*

* A substantially identical Security Agreement was also simultaneously entered into effective as of October 21, 2009 by and between Streamline Health, Inc. and Fifth Third Bank

SIGNATURES

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

STREAMLINE HEALTH SOLUTIONS, INC.

Date: October 26, 2009

By: /s/ Donald E. Vick, Jr.

Donald E. Vick, Jr.
Interim Chief Financial Officer

INDEX TO EXHIBITS

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* A substantially identical Security Agreement was also simultaneously entered into effective as of October 21, 2009 by and between Streamline Health, Inc. and Fifth Third Bank

FIFTH THIRD BANK

Amended and Restated Revolving Note

OFFICER No. 04009
\$2,750,000.00

NOTE No. 0902074749-00026
October 21, 2009
(Effective Date)

1. **PROMISE TO PAY.** On or before October 1, 2011 (the "Maturity Date"), the undersigned, Streamline Health, Inc., an Ohio corporation located at 10200 Alliance Road Suite 200, Cincinnati, Hamilton County, Ohio 45242 ("Borrower") for value received, hereby promises to pay to the order of Fifth Third Bank, an Ohio banking corporation located at 38 Fountain Square Plaza, Cincinnati, Hamilton County, Ohio 45263 for itself and as agent for any affiliate of Fifth Third Bancorp (together with its successors and assigns, the "Lender") the sum of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) (the "Borrowing"), plus interest as provided herein, less such amounts as shall have been repaid in accordance with this Amended and Restated Revolving Note (this "Note"). The outstanding balance of this Note shall appear on a supplemental bank record and is not necessarily the face amount of this Note, which record shall evidence the balance due pursuant to this Note at any time.

Principal and interest payments shall be initiated by Lender in accordance with the terms of this Note from Borrower's account through BillPayer 2000[®]. Borrower hereby authorizes Lender to initiate such payments from Borrower's account located at Fifth Third Bank, routing number 042000314 account number 7*****. Borrower acknowledges and agrees that use of BillPayer 2000[®] shall be governed by the BillPayer 2000[®] Terms and Conditions, a copy of which Borrower acknowledges receipt. Borrower further acknowledges and agrees to maintain payments hereunder through BillPayer 2000[®] throughout the term of this Note. Each payment hereunder shall be applied in the following order: accrued interest, principal, fees, charges and advanced costs.

Subject to the terms and conditions hereof and in reliance upon the representations and warranties of Borrower herein, Lender hereby extends to Borrower a line of credit facility pursuant to which Lender, in its reasonable discretion, may make loans hereunder to Borrower, on a revolving basis and upon Borrower's request from time to time during the term of this Note (each, a "Revolving Loan"), provided that: (a) the aggregate principal amount borrowed hereunder at any time shall not exceed the lesser of (i) the Borrowing, or (ii) the Borrowing Base (as defined below) and (b) no Event of Default shall exist or be caused thereby. Lender may create and maintain reserves from time to time based on such credit and collateral considerations as Lender may deem appropriate. Borrower may borrow, prepay, in whole or in part, and reborrow hereunder; provided that, in the event that the principal amount of all Revolving Loans outstanding at any one time under this Note shall exceed the foregoing limits, Borrower shall immediately repay the amount of such excess to Lender in cash. In the event Borrower fails to pay such excess, Lender may, in its discretion, setoff such amount against Borrower's accounts at Lender.

Borrower may request a Revolving Loan by written notice to Lender, via facsimile transmission, electronic mail or otherwise, no later than 10:00 a.m. local time on the date Borrower shall request that such Revolving Loan be advanced, which written request shall include a Borrowing Base Certificate certified by the Borrower or financial officer of Borrower that sets forth the calculation of the Borrowing Base as of such date if requested or required by Lender. Lender shall make each Revolving Loan by crediting the amount thereof to Borrower's account at Lender.

The entire principal balance, together with all accrued and unpaid interest and any other charges, advances and fees, if any, outstanding hereunder, and all other Obligations which are then due and payable, shall be due and payable in full on the earlier of the Maturity Date or upon acceleration of the Note.

The principal balance outstanding hereunder, shall bear interest from the date of the first advance until paid at an annual floating rate of interest equal to the Adjusted LIBOR Rate (as defined below) in effect from time to time plus three and one-quarter percent (3.25%).

Borrower will pay to Lender any loss, cost or expense incurred in connection with (a) the failure of any Revolving Loan to be made as requested by Borrower and (b) the pre-payment or re-payment of any Revolving Loan at any time other than on the 1st day of any month or on the Maturity Date.

If, because of the introduction of or any change in, or because of any judicial, administrative, or other governmental interpretation of, any law or regulation, there shall be any increase in the cost to Lender of making, funding, maintaining, or allocating capital to any advance bearing interest at the Adjusted LIBOR Rate, including a change in Reserve Percentage (as defined below), then Borrower shall, from time to time upon demand by Lender, pay to Lender additional amounts sufficient to compensate Lender for such increased cost.

If Lender determines (which determination shall be conclusive and binding upon Borrower, absent manifest error) (i) that dollar deposits are not generally available at such time in the London Interbank Market for deposits in dollars, (ii) that the rate at which such deposits are being offered will not adequately and fairly reflect the cost to Lender of maintaining an Adjusted LIBOR Rate for the Revolving Loan due to circumstances affecting the London Interbank Market generally, (iii) that reasonable means do not exist for ascertaining an Adjusted LIBOR Rate, (iv) that an Adjusted LIBOR Rate would be in excess of the maximum interest rate which Borrower may by law pay or (v) if a default or Event of Default shall occur and be continuing, then, in any such event, Lender shall so notify Borrower and all portions of the advances bearing interest at an Adjusted LIBOR Rate that are so affected shall, as of the date of such notification, bear interest at the Base Rate until such time as the situations described herein are no longer in effect.

If, because of the introduction of or any change in, or because of any judicial, administrative, or other governmental interpretation of, any law or regulation, it becomes unlawful for Lender to make, fund, or maintain any advance at the Adjusted LIBOR Rate, then (a) Lender shall notify Borrower that Lender is no longer able to maintain the interest rate at an Adjusted LIBOR Rate and (b) the interest rate for the Revolving Loan shall automatically be converted to the Base Rate. Thereafter, the Revolving Loan shall bear interest at the Base Rate until such time as the situation described herein is no longer in effect.

The interest rate charged hereunder with respect to any Revolving Loan bearing interest at the Base Rate will change automatically upon each change in the Prime Rate.

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

Accrued and unpaid interest shall be due and payable monthly commencing November 1, 2009 and continuing on the first (1st) day of each calendar month thereafter during the term hereof. Accrued and unpaid interest on the Prior Note shall be due and payable monthly on November 1, 2009.

Notwithstanding any provision to the contrary in this Note, in no event shall the interest rate charged on the Borrowing exceed the maximum rate of interest permitted under applicable state and/or federal usury law. Any payment of interest that would be deemed unlawful under applicable law for any reason shall be deemed received on account of, and will automatically be applied to reduce, the principal sum outstanding and any other sums (other than interest) due and payable to Lender under this Note, and the provisions hereof shall be deemed amended to provide for the highest rate of interest permitted under applicable law.

2. USE OF PROCEEDS. Borrower certifies that the proceeds of this loan are to be used for working capital and business purposes.

3. SECURITY AGREEMENT. To secure repayment of this Revolving Note and all other Obligations together with all modifications, extensions and renewals thereof, Borrower and Lender have entered into a Security Agreement as of the date hereof. The rights of Lender in and to the Collateral are set forth in the Security Agreement.

4. RENEWAL. This Note is issued, not as a payment toward, but as a continuation of, the obligations of Borrower to Lender pursuant to that certain note dated January 6, 2009, in the principal amount of \$2,000,000.00 (together with all prior amendments thereto or restatements thereof the "Prior Note"). Accordingly, this Note shall not be construed as a novation or extinguishment of, the obligations arising under the Prior Note, and its issuance shall not affect the priority of any security interest granted in connection with the Prior Note.

5. UNUSED COMMITMENT FEE. Borrower shall pay the following fees at the times stated below:

On the 30th day of each May, August, November, and February of each year that Obligations (defined herein) remain outstanding, an unused commitment fee, to be determined as follows: the average daily amount of the Borrowing unused by Borrower for the previous three-month period as measured on each April 30, July 31, October 31, and January 31, multiplied by 0.0060 (60 basis points).

6. NOTE PROCESSING FEE. Borrower shall pay on the above Effective Date a fully earned non-refundable commitment fee in the amount of \$5,000.00.

7. REPRESENTATIONS AND WARRANTIES. Borrower hereby warrants and represents to Lender the following:

(a) Organization and Qualification. Borrower is duly organized, validly existing and in good standing under the laws of the State of its incorporation, has the power and authority to carry on its business and to enter into and perform all documents relating to this loan transaction, and is qualified and licensed to do business in each jurisdiction in which such qualification or licensing is required. All information provided to Lender with respect to Borrower and its operations is true and correct.

(b) Due Authorization. The execution, delivery and performance by Borrower of the Loan Documents have been duly authorized by all necessary corporate action, and shall not contravene any law or any governmental rule or order binding on Borrower, or the articles of incorporation and code of regulations or by-laws of Borrower, nor violate any agreement or instrument by which Borrower is bound nor result in the creation of a Lien on any assets of Borrower except the Lien granted to Lender herein. Borrower has duly executed and delivered to Lender the Loan Documents and they are valid and binding obligations of Borrower enforceable according to their respective terms, except as limited by equitable principles and by bankruptcy, insolvency or similar laws affecting the rights of creditors generally. No notice to, or consent by, any governmental body is needed in connection with this transaction.

(c) Litigation. There are no suits or proceedings pending or threatened against or affecting Borrower, and no proceedings before any governmental body are pending or threatened against Borrower except as otherwise specifically disclosed to Lender on or prior to the Effective Date or as set forth on any Litigation Exhibit which may be attached hereto.

(d) Business. Borrower is not a party to or subject to any agreement or restriction that may have a material adverse effect on Borrower's business, properties or prospects. Borrower has all franchises, authorizations, patents, trademarks, copyrights and other rights necessary to advantageously conduct its business. They are all in full force and effect and are not in known conflict with the rights of others.

(e) Licenses, etc. Borrower has obtained any and all licenses, permits, franchises, governmental authorizations, patents, trademarks, copyrights or other rights necessary for the ownership of its properties and the advantageous conduct of its business. Borrower possesses adequate licenses, patents, patent applications, copyrights, trademarks, trademark applications, and trade names to continue to conduct its business as heretofore conducted by it, without any conflict with the rights of any other person or entity. All of the foregoing are in full force and effect and none of the foregoing are in known conflict with the rights of others.

(f) Laws. Borrower is in material compliance with all laws, regulations, rulings, orders, injunctions, decrees, conditions or other requirements applicable to or imposed upon Borrower by any law or by any governmental authority, court or agency.

(g) Title. Borrower has good and marketable title to the assets reflected on the most recent balance sheet submitted to Lender, free and clear from all liens and encumbrances of any kind, except for (collectively, the "Permitted Liens") (a) current taxes and assessments not yet due and payable, (b) liens and encumbrances, if any, reflected or noted on such balance sheet or notes thereto, (c) assets disposed of in the ordinary course of business, and (d) any security interests, pledges, assignments or mortgages granted to Lender to secure the repayment or performance of the Obligations.

(h) Subsidiaries and Partnerships. Borrower has no subsidiaries and is not a party to any partnership agreement or joint venture agreement.

8. AFFIRMATIVE COVENANTS. Borrower covenants with, and represents and warrants to, Lender that, from and after the execution date of the Loan Documents until the Obligations are paid and satisfied in full:

(a) Access to Business Information. Borrower shall maintain proper books of accounts and records and enter therein complete and accurate entries and records of all of its transactions in accordance with generally accepted accounting principles and give representatives of Lender access thereto at all reasonable times, including permission to: (a) examine, copy and make abstracts from any such books and records and such other information which might be helpful to Lender in evaluating the status of the Obligations as it may reasonably request from time to time, and (b) communicate directly with any of Borrower's officers, employees, agents, accountants or other financial advisors with respect to the business, financial conditions and other affairs of the Borrower.

(b) Inspection of Collateral. Borrower shall give Lender reasonable access to the Collateral and the other property securing the Obligations for the purpose of performing examinations thereof and to verify its condition or existence.

(c) Financial Statements. Borrower shall maintain a standard and modern system for accounting and shall furnish to Lender.

(i) Immediately upon any officer of Borrower obtaining knowledge of any condition or event which constitutes or, after notice or lapse of time or both, would constitute an Event of Default, a certificate of such person specifying the nature and period of the existence thereof, and what action Borrower has taken or is taking or proposes to take in respect thereof; and

(ii) Within 20 days after the end of each month, Borrower shall deliver to Lender an accounts receivable aging report and a Borrowing Base Certificate in form and substance reasonably acceptable to Lender.

All of the statements referred to in (ii) above shall be in conformance with generally accepted accounting principles and give representatives of Lender access thereto at all reasonable times, including permission to examine, copy and make abstracts from any such books and records and such other information which might be helpful to Lender in evaluating the status of the loans as it may reasonably request from time to time.

With all financial statements delivered to Lender as provided in (ii) above, Borrower shall deliver to Lender a Financial Statement Compliance Certificate in addition to the other information set forth therein, which certifies the Borrower's compliance with the covenants set forth herein and that no Event of Default has occurred.

If at any time Borrower has any additional subsidiaries which have financial statements that could be consolidated with those of Borrower under generally accepted accounting principles, the financial statements required by subsection (ii) above shall be the financial statements of Borrower and all such subsidiaries prepared on a consolidated and consolidating basis.

(d) Condition and Repair. Borrower shall maintain its equipment and all Collateral used in the operation of its business in good repair and working order and shall make all appropriate repairs, improvements and replacements thereof so that the business carried on in connection therewith may be properly and advantageously conducted at all times.

(e) Insurance. At its own cost, Borrower shall obtain and maintain insurance against (a) loss, destruction or damage to its properties and business of the kinds and in the amounts customarily insured against by corporations with established reputations engaged in the same or similar business as Borrower and, in any event, sufficient to fully protect Lender's interest in the Collateral, and (b) insurance against public liability and third party property damage of the kinds and in the amounts customarily insured against by corporations with established reputations engaged in the same or similar business as Borrower. All such policies shall (i) be issued by financially sound and reputable insurers, (ii) name Lender as an additional insured and, where applicable, as loss payee under a Lender loss payable endorsement satisfactory to Lender, and (iii) shall provide for thirty (30) days written notice to Lender before such policy is altered or canceled. All of the insurance policies required hereby shall be evidenced by one or more Certificates of Insurance delivered to Lender by Borrower on the Closing Date and at such other times as Lender may request from time to time.

(f) Taxes. Borrower shall pay when due all taxes, assessments and other governmental charges imposed upon it or its assets, franchises, business, income or profits before any penalty or interest accrues thereon (provided, however, that extensions for filing and payment of such taxes shall be permitted hereunder if disclosed to and consented to by Lender), and all claims (including, without limitation, claims for labor, services, materials and supplies) for sums which by law might be a lien or charge upon any of its assets, provided that (unless any material item or property would be lost, forfeited or materially damaged as a result thereof) no such charge or claim need be paid if it is being diligently contested in good faith, if Lender is notified in advance of such contest and if Borrower establishes an adequate reserve or other appropriate provision required by generally accepted accounting principles and deposits with Lender cash or bond in an amount acceptable to Lender.

(g) Existence; Business. Borrower shall (a) maintain its existence as a corporation, (b) continue to engage primarily in business of the same general character as that now conducted, and (c) refrain from entering into any lines of business substantially different from the business or activities in which Borrower is presently engaged.

(h) Compliance with Laws. Borrower shall comply with all federal, state and local laws, regulations and orders applicable to Borrower or its assets including but not limited to all Environmental Laws, in all respects material to Borrower's business, assets or prospects and shall immediately notify Lender of any violation of any rule, regulation, statute, ordinance, order or law relating to the public health or the environment and of any complaint or notifications received by Borrower regarding to any environmental or safety and health rule, regulation, statute, ordinance or law. Borrower shall obtain and maintain any and all licenses, permits, franchises, governmental authorizations, patents, trademarks, copyrights or other rights necessary for the ownership of its properties and the advantageous conduct of its business and as may be required from time to time by applicable law.

(i) Notice of Default. Borrower shall, within ten (10) days of its knowledge thereof, give written notice to Lender of: (a) the occurrence of any event or the existence of any condition which would be, after notice or lapse of applicable grace periods, an Event of Default, and (b) the occurrence of any event or the existence of any condition which would prohibit or limit the ability of Borrower to reaffirm any of the representations or warranties, or to perform any of the covenants, set forth herein.

(j) Costs. Borrower shall reimburse Lender for any and all fees, costs and expenses including, without limitation, reasonable attorneys' fees, other professionals' fees, appraisal fees, environmental assessment fees (including Phase I and Phase II assessments), field exam audits, expert fees, court costs, litigation and other expenses (collectively, the "Costs") incurred or paid by Lender or any of its officers, employees or agents in connection with: (a) the preparation, negotiation, procurement, review, administration or enforcement of the Loan Documents or any instrument, agreement, document, policy, consent, waiver, subordination, release of lien, termination statement, satisfaction of mortgage, financing statement or other lien search, recording or filing related thereto (or any amendment, modification or extension to, or any replacement or substitution for, any of the foregoing), whether or not any particular portion of the transactions contemplated during such negotiations is ultimately consummated, and (b) the defense, preservation and protection of Lender's rights and remedies thereunder, including without limitation, its security interest in the Collateral or any other property pledged to secure the Loans, whether incurred in bankruptcy, insolvency, foreclosure or other litigation or proceedings or otherwise. The Costs shall be due and payable upon demand by Lender. If Borrower fails to pay the Costs when upon such demand, Lender is entitled to disburse such sums as Obligations. Thereafter, the Costs shall bear interest from the date incurred or disbursed at the highest rate set forth in the Note(s). This provision shall survive the termination of this Agreement and/or the repayment of any amounts due or the performance of any Obligation.

(k) Other Amounts Deemed Loans. If Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Note, or to discharge any Lien prohibited hereby, or to comply with any other Obligation, Lender may, but shall not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower. To the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower shall be deemed Obligations and Borrower's payments under this Note may be increased to provide for payment of such Obligations plus interest thereon.

(l) Further Assurances. Borrower shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other action, as shall be reasonably necessary from time to time to give full effect to the Loan Documents and the transactions contemplated thereby.

9. NEGATIVE COVENANTS. Borrower covenants with, and represents and warrants to, Lender that, from and after the execution date hereof until the Obligations are paid and satisfied in full:

(a) Indebtedness. Borrower shall not incur, create, assume or permit to exist any additional Indebtedness for borrowed money (other than the Obligations) or Indebtedness on account of deposits, notes, bonds, debentures or similar obligations or other indebtedness evidenced by notes, bonds, debentures, capitalized leases or similar obligations.

(b) Merger; Disposition of Assets. Borrower shall not (a) change its capital structure, (b) merge or consolidate with any entity, (c) amend or change its articles of incorporation and code of regulations or by-laws or (d) sell, lease, transfer or otherwise dispose of, or grant any person an option to acquire, or sell and leaseback, all or any substantial portion of its assets, whether now owned or hereafter acquired, except for bona fide sales of Inventory in the ordinary course of business and dispositions of property which is obsolete and not used or useful in its business.

10. DEFINITIONS. Certain capitalized terms have the meanings set forth on any exhibit hereto, in the Security Agreement, if applicable, or any other Loan Document. All financial terms used herein but not defined on the exhibits, in the Security Agreement, if applicable, or any other Loan Document have the meanings given to them by generally accepted accounting principles. All other undefined terms have the meanings given to them in the Uniform Commercial Code as adopted in the state whose law governs this instrument. The following definitions are used herein:

(a) "Account Debtor" means Borrower's customers and all other persons obligated to Borrower on Accounts.

(b) “Adjusted LIBOR Rate” means an interest rate per annum equal to the rate obtained by dividing (x) the LIBOR Rate in effect from time to time by (y) a percentage equal to one hundred percent (100%) minus the Reserve Percentage for an interest period of one month.

(c) “Base Rate” means the Prime Rate as in effect from time to time plus three percent (3.0%).

(d) “Borrowing Base” means, as of the relevant date of determination, borrowings will be limited to the lesser of (i) 80% of the net amount of Borrower’s Eligible Accounts or (ii) Borrower’s TTM EBITDA, as of the relevant date of determination, multiplied by two (2).

(e) “Collateral” has the meaning set forth in the Security Agreement.

(f) “Eligible Accounts” means, as of the relevant date of determination, those trade accounts arising in the ordinary course of business that: (i) shall be due and payable within 90 days from the invoice date, (ii) have been validly assigned to Lender and in which Lender has a first priority, perfected security interest, (iii) strictly comply with all of Borrower’s warranties and representations to Lender in the Loan Documents, (iv) with regard to which Borrower strictly complies with its covenants with Lender in the Loan Documents and (v) with respect to which goods or services give rise to such account have been shipped or performed and accepted by the Account Debtor; provided that Eligible Accounts shall not include the following: (a) Accounts with respect to which the Account Debtor is a shareholder, officer, employee or agent of Borrower, or a corporation more than 5% of the stock of which is owned by any of such persons; (b) Accounts with respect to which the Account Debtor is not a resident of the United States or Canada; (c) Accounts with respect to which the Account Debtor is the United States or any department, agency or instrumentality of the United States unless Borrower has assigned its interests in such Accounts to Lender pursuant to Federal Assignment of Claims Act or Lender has expressly waived that requirement with respect to specific receivables; (d) Accounts with respect to which the Account Debtor is any State of the United States or any city, town municipality or division thereof that requires Borrower to support its obligations to such Account Debtor with a performance bond issued by a surety company; (e) Accounts with respect to which the Account Debtor is a subsidiary of, related to, affiliated or has common officers or directors with Borrower, (f) any Accounts of a particular Account Debtor if Borrower is or may become liable to that Account Debtor for goods sold or services rendered by that Account Debtor to Borrower or if such Account Debtor has any other right of set off against Borrower, (g) any Accounts owed by a particular Account Debtor, other than the U.S. Government, or a department or agency thereof, which exceed 20% of all Eligible Accounts; (h) any and all Accounts owed by a particular Account Debtor more than 90 days old from the invoice date; (i) any Accounts owed by an Account Debtor who does not meet Lenders standards of creditworthiness, in Lender’s sole credit judgment exercised in good faith; (j) any Accounts owed by any Account Debtor which has filed or has had filed against it a petition for bankruptcy, insolvency, reorganization or any other type of relief under insolvency laws; (k) any Accounts owed by an Account Debtor which has made an assignment for the benefit of creditors; and (l) any Accounts deemed to be ineligible by Lender based upon credit and collateral considerations as Lender may deem appropriate, in Lender’s sole judgment exercised in good faith.

(g) “Guaranty” means that certain Continuing Guaranty Agreement between Guarantor and Lender, as may be amended or modified from time to time, evidencing such Guarantor’s guaranty of Borrower’s Obligations to Lender.

(h) “Guarantor” means Streamline Health Solutions, Inc.

(i) “Indebtedness” means (i) all items (except items of capital stock, of capital surplus, of general contingency reserves or of retained earnings, deferred income taxes, and amount attributable to minority interest if any) which in accordance with generally accepted accounting principles would be included in determining total liabilities on a consolidated basis (if Borrower should have a subsidiary) as shown on the liability side of a balance sheet as at the date as of which indebtedness is to be determined, (ii) all indebtedness secured by any mortgage, pledge, lien or conditional sale or other title retention agreement to which any property or asset owned or held is subject, whether or not the indebtedness secured thereby shall have been assumed (excluding non-capitalized leases which may amount to title retention agreements but including capitalized leases), and (iii) all indebtedness of others which Borrower or any subsidiary has directly or indirectly guaranteed, endorse (otherwise than for collection or deposit in the ordinary course of business), discounted or sold with recourse or agreed (contingently or otherwise) to purchase or repurchase or otherwise acquire, or in respect of which Borrower or any subsidiary has agreed to apply or advance funds (whether by way of loan, stock purchase, capital contribution or otherwise) or otherwise to become directly or indirectly liable.

(j) “LIBOR Rate” means the rate per annum (rounded upwards, if necessary, to the next 1/8 of 1%) calculated by the Lender in good faith, which Lender determines with reference to the rate per annum at which deposits in United States dollars are offered by prime banks in the London interbank eurodollar market two LIBOR Business Days prior to the first day of each month, based on an interest period equal to one month.

(k) “LIBOR Business Day” means a day on which dealings are carried on in the London interbank eurodollar market.

(l) “Lien” means any security interest, mortgage, pledge, assignment, lien or other encumbrance of any kind, including interests of vendors or lessors under conditional sale contracts or capital leases.

(m) “Loan Documents” means any and all Rate Management Agreements and each and every document or agreement executed by any party evidencing, guarantying or securing any of the Obligations; and “Loan Document” means any one of the Loan Documents.

(n) "Obligation(s)" means all loans, advances, indebtedness and each and every other obligation or liability of Borrower owed to each of Lender and/or any affiliate of Fifth Third Bancorp, however created, of every kind and description whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease overdraft, agreement or otherwise, whether or not secured by additional collateral, whether originated with Lender or owed to others and acquired by Lender by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every obligation or liability arising under the loan document, any and all Rate Management Obligations (as defined in the Loan Documents), letters of credit now or hereafter issued by Lender or any affiliate of Fifth Third Bancorp for the benefit of or at the request of Borrower, all obligations to perform or forbear from performing acts, and agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications and restatements thereof, and all expenses and attorneys' fees incurred by Lender hereunder or any other document, instrument or agreement related to any of the foregoing.

(o) "Prime Rate" means the rate of interest per annum announced to be the Prime Rate from time to time by Lender at its principal office in Cincinnati, Ohio whether or not Lender will at times lend to borrowers at lower rates of interest, or, if there is no such Prime Rate, then its base rate or such other rate as may be substituted by Lender for the Prime Rate.

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

(q) "Rate Management Obligations" means any and all obligations of Borrower to Lender or any affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Agreement.

(r) "Reserve Percentage" means that percentage which is specified by the Board of Governors of the Federal Reserve System (or any successor) or any other governmental or quasi-governmental authority with jurisdiction over the Lender for determining the maximum reserve requirement (including, but not limited to, any basic, supplemental, marginal, or emergency reserve requirement) for Lender with respect to liabilities or assets constituting or including (among other liabilities) "Eurocurrency liabilities" (as defined in Regulation D of the Board of Governors of the Federal Reserve System) applicable hereto.

(s) “Security Agreement” means that certain Security Agreement entered into between Borrower and Lender simultaneously herewith to secure the Collateral.

(t) “TTM EBITDA” means on a consolidated basis, the amount of Borrower’s earnings before interest, taxes, depreciation and amortization expense for the measurement period to be calculated on a historical trailing twelve month basis.

11. **EVENTS OF DEFAULT.** Upon the occurrence of any of the following events (each, an “Event of Default”), Lender may, at its option, without any demand or notice whatsoever, cease making advances and declare this Note and all Obligations to be fully due and payable in their aggregate amount, together with accrued interest and all prepayment premiums, fees, and charges applicable thereto:

(a) Any failure to make any payment when due of principal or accrued interest on this Note or any other Obligation and such nonpayment remains uncured for 10 days after written notice from Lender to Borrower of such default.

(b) Any representation or warranty of Borrower set forth in this Note or the Guarantor or of Borrower or Guarantor in any agreement, instrument, document, certificate or financial statement evidencing, guarantying, securing or otherwise related to, this Note or any other Obligation shall be materially inaccurate or misleading.

(c) Borrower shall fail to observe or perform any other material term or condition of this Note or Borrower or Guarantor shall fail to observe or perform any other term or condition set forth in any agreement, instrument, document, certificate or financial statement evidencing, guarantying (including the Guaranty) or otherwise related to this Note, the Guaranty or any other Obligation, or Borrower or Guarantor shall otherwise default in the observance or performance of any covenant or agreement set forth in any of the foregoing for 30 days after written notice from Lender to Borrower of such default.

(d) The dissolution of Borrower, Guarantor or of any endorser or guarantor of the Obligations, or the merger or consolidation of any of the foregoing with a third party, or the lease, sale or other conveyance of a material part of the assets or business of any of the foregoing to a third party outside the ordinary course of its business, or the lease, purchase or other acquisition of a material part of the assets or business of a third party by any of the foregoing.

(e) The creation of any Lien (except a lien to Lender) on, the institution of any garnishment proceedings by attachment, levy or otherwise against, the entry of a judgment against, or the seizure of, any of the property of Borrower, Guarantor or any endorser or guarantor hereof including, without limitation, any property deposited with Lender.

(f) In the reasonable judgment of Lender in good faith, any material adverse change occurs in the existing or prospective financial condition of Borrower that will affect the ability of Borrower to repay the Obligations.

(g) A commencement by the Borrower or Guarantor of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of the Borrower or Guarantor in a case under any such law or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or Guarantor, or for any substantial part of the property of Borrower or Guarantor, or ordering the wind-up or liquidation of the affairs of Borrower or Guarantor, or the filing and pendency for 30 days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Borrower or Guarantor of any general assignment for the benefit of creditors; or the failure of the Borrower or Guarantor generally to pay its debts as such debts become due; or the taking of action by the Borrower or Guarantor in furtherance of any of the foregoing.

(h) Nonpayment by the Borrower of any Rate Management Obligation relating to this Note when due or the breach by the Borrower of any term, provision or condition contained in any Rate Management Agreement.

(i) An “Event of Default” under and as defined in the Guaranty shall occur.

12. **REMEDIES.** After the occurrence of an Event of Default, in addition to any other remedy permitted by law, Lender may at any time, without notice, apply the Collateral to this Note or such other Obligations, whether due or not, and Lender may, at its option, proceed to enforce and protect its rights by an action at law or in equity or by any other appropriate proceedings; provided that this Note and the Obligations shall be accelerated automatically and immediately if the Event of Default is a filing under the Bankruptcy Code.

Lender’s rights and remedies hereunder are cumulative, and may be exercised together, separately, and in any order. No delay on the part of Lender in the exercise of any such right or remedy shall operate as a waiver. No single or partial exercise by Lender of any right or remedy shall preclude any other further exercise of it or the exercise of any other right or remedy. No waiver or indulgence by Lender of any Event of Default shall be effective unless in writing and signed by Lender, nor shall a waiver on one occasion be construed as a waiver of any other occurrence in the future.

13. **LATE PAYMENTS; DEFAULT RATE; FEES.** If any payment is not paid when due (whether by acceleration or otherwise) or within 10 days thereafter, undersigned agrees to pay to Lender a late payment fee as provided for in any loan agreement or 5% of the payment amount, whichever is greater with a minimum fee of \$20.00. After an Event of Default, Borrower agrees to pay to Lender a fixed charge of \$25.00, or Borrower agrees that Lender may, without notice, increase the interest rate by three percentage points (3%) (the “Default Rate”), whichever is greater. Lender may impose a non-sufficient funds fee for any check that is presented for payment that is returned for any reason. In addition, Lender may charge loan documentation fees as may be reasonably determined by the Lender.

14. ENTIRE AGREEMENT. Borrower agrees that there are no conditions or understandings which are not expressed in this Note and the documents referred to herein.

15. SEVERABILITY. The declaration of invalidity of any provision of this Note shall not affect any part of the remainder of the provisions.

16. ASSIGNMENT. Borrower agrees not to assign any of Borrower's rights, remedies or obligations described in this Note without the prior written consent of Lender. Borrower agrees that Lender may assign some or all of its rights and remedies described in this Note without notice to, or prior consent from, the Borrower.

17. MODIFICATION; WAIVER OF LENDER. The modification or waiver of any of Borrower's obligations or Lender's rights under this Note must be contained in a writing signed by Lender. Lender may perform Borrower's obligations, or delay or fail to exercise any of its rights or remedies, without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on another occasion. Borrower's obligations under this Note shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases (i) any of the obligations belonging to any co-borrower, endorser or guarantor or (ii) any of its rights against any co-borrower, guarantor or endorser.

18. WAIVER OF BORROWER. Demand, presentment, protest and notice of dishonor, notice of protest and notice of default are hereby waived by Borrower, and any endorser or guarantor hereof. Each of Borrower, including but not limited to all co-makers and accommodation makers of this Note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of Collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605 (i) of the UCC.

19. GOVERNING LAW; CONSENT TO JURISDICTION. This Note is delivered in, is intended to be performed in, will be governed, construed, and enforceable in accordance with and governed by the internal laws of, the State of Ohio, without regard to principles of conflicts of law. Borrower agrees that the state and federal courts in the County where the Lender is located shall have exclusive jurisdiction over all matters arising out of this Note, and that service of process in any such proceeding shall be effective if mailed to Borrower at the address set forth herein.

20. **JURY WAIVER. BORROWER, AND ANY ENDORSER OR GUARANTOR HEREOF, WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

21. WARRANT OF ATTORNEY. Borrower authorizes any attorney of record to appear for it in any court of record in the State of Ohio, after maturity of this Note, whether by its terms or upon default, acceleration or otherwise, to waive the issuance and service of process, and release all errors, and to confess judgment against it in favor of Lender for the principal sum due herein together with interest, charges, court costs and attorneys' fees. Stay of execution and all exemptions are hereby waived. If this Note or any Obligation is referred to an attorney for collection, and the payment is obtained without the entry of a judgment, the obligors shall pay to the holder of such obligations its attorneys' fees. EACH OF BORROWER AND ANY ENDORSER OR ANY GUARANTOR AGREES THAT AN ATTORNEY WHO IS COUNSEL TO LENDER OR ANY OTHER HOLDER OF SUCH OBLIGATION MAY ALSO ACT AS ATTORNEY OF RECORD FOR BORROWER WHEN TAKING THE ACTIONS DESCRIBED ABOVE IN THIS PARAGRAPH. BORROWER AGREES THAT ANY ATTORNEY TAKING SUCH ACTIONS MAY BE PAID FOR THOSE SERVICES BY LENDER OR HOLDER OF SUCH OBLIGATION. BORROWER WAIVES ANY CONFLICT OF INTEREST THAT MAY BE CREATED BECAUSE THE ATTORNEY REPRESENTING THE BORROWER IS BEING PAID BY LENDER OR THE HOLDER OF SUCH OBLIGATION.

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

BORROWER:

Streamline Health, Inc. fka LanVision, Inc.,
an Ohio corporation

By /s/ Donald E. Vick, Jr.
(Authorized Signer)

Donald E. Vick, Jr., Interim CFO
(Print Name and Title)

FIFTH THIRD BANK**Amended and Restated
Continuing Guaranty Agreement**

THIS AMENDED AND RESTATED CONTINUING GUARANTY AGREEMENT (the “Guaranty”) made as of October 21, 2009 by and between Streamline Health Solutions, Inc., a Delaware corporation located at 10200 Alliance Road, Cincinnati, Hamilton County, Ohio 45242 (the “Guarantor”) and Fifth Third Bank, an Ohio banking corporation located at 38 Fountain Square Plaza, Cincinnati, Hamilton County, Ohio 45263 for itself and as agent for any affiliate of Fifth Third Bancorp (“Beneficiary”).

WITNESSETH:

WHEREAS, Beneficiary has agreed to extend credit and financial accommodations to Streamline Health, Inc., an Ohio corporation (“Borrower”), pursuant to the Amended and Restated Revolving Note, dated October 21, 2009, executed by Borrower and made payable to the order of Beneficiary, and all agreements, instruments and documents executed or delivered in connection with any of the foregoing or otherwise related thereto (together with any amendments, modifications, or restatements thereof, the “Loan Documents”); and

WHEREAS, Guarantor is affiliated with Borrower and, as such, shall be benefited directly by the transaction contemplated by the Loan Documents, and shall execute this Guaranty in order to induce Beneficiary to enter into such transaction.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, Guarantor hereby guarantees, promises and undertakes as follows (with this Guaranty amending and restating in its entirety the Continuing Guaranty Agreement dated as of January 6, 2009 between Lender and Guarantor:

1. GUARANTY.

(a) Guarantor hereby unconditionally, absolutely and irrevocably guarantees to Beneficiary the full and prompt payment and performance when due (whether at maturity by acceleration or otherwise) of any and all loans, advances, indebtedness and each and every other obligation or liability of Borrower owed to Beneficiary and any affiliate of Fifth Third Bancorp, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Beneficiary or owed to others and acquired by Beneficiary by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every other obligation or liability arising under the Loan Documents, letters of credit now or hereafter issued by Beneficiary or any affiliate of Fifth Third Bancorp for the benefit of or at the request of Borrower, all obligations to perform or forbear from performing acts, any and all Rate Management Obligations (as defined in the Loan Documents), and all agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and attorneys’ fees incurred or other sums disbursed by Beneficiary or any affiliate of Fifth Third Bancorp under this Guaranty or any other document, instrument or agreement related to any of the foregoing (collectively, the “Obligations”).

(b) This Guaranty is a continuing guaranty of payment, and not merely of collection, that shall remain in full force and effect until expressly terminated in writing by Beneficiary, notwithstanding the fact that no Obligations may be outstanding from time to time. Such termination by Beneficiary shall be applicable only to transactions having their inception after the effective date thereof, and shall not affect the enforceability of this Guaranty with regard to any Obligations arising out of transactions having their inception prior to such effective date, even if such Obligations shall have been modified, renewed, compromised, extended, otherwise amended or performed by Beneficiary subsequent to such termination. In the absence of any termination of this Guaranty as provided above, Guarantor agrees that Guarantor's obligations hereunder shall not be deemed discharged or satisfied until the Obligations are fully paid and performed, and no such payments or performance with regard to the Obligations is subject to any right on the part of any person whomsoever, including but not limited to any trustee in bankruptcy, to recover any of such payments. If any such payments are so set aside or settled without litigation, all of which is within Beneficiary's discretion, Guarantor shall be liable for the full amount Beneficiary is required to repay, plus costs, interest, reasonable attorneys' fees and any and all expenses that Beneficiary paid or incurred in connection therewith. A successor of Borrower, including Borrower in its capacity as debtor in a bankruptcy reorganization case, shall not be considered to be a different person than Borrower; and this Guaranty shall apply to all Obligations incurred by such successor.

(c) Guarantor agrees that Guarantor is directly and primarily liable to Beneficiary and that the Obligations hereunder are independent of the Obligations of Borrower, or of any other guarantor. The liability of Guarantor hereunder shall survive discharge or compromise of any Obligation of Borrower in bankruptcy or otherwise. Beneficiary shall not be required to prosecute or seek to enforce any remedies against Borrower or any other party liable to Beneficiary on account of the Obligations, or to seek to enforce or resort to any remedies with respect to any collateral granted to Beneficiary by Borrower or any other party on account of the Obligations, as a condition to payment or performance by Guarantor under this Guaranty.

(d) Beneficiary may, without notice or demand and without affecting its rights hereunder, from time to time: (i) renew, extend, accelerate or otherwise change the amount of, the time for payment of, or other terms relating to, any or all of the Obligations, or otherwise modify, amend or change the terms of the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the Obligations, (ii) take and hold collateral for the payment of the Obligations guaranteed hereby, and exchange, enforce, waive, and release any such collateral, and apply such collateral and direct the order or manner of sale thereof as Beneficiary in its discretion may determine. Accordingly, Guarantor hereby waives notice of any and all of the foregoing.

(e) Guarantor hereby waives all defenses, counterclaims and off-sets of any kind or nature, whether legal or equitable, that may arise: (i) directly or indirectly from the present or future lack of validity, binding effect or enforceability of the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the Obligations, (ii) from Beneficiary's impairment of any collateral, including the failure to record or perfect the Beneficiary's interest in the collateral, or (iii) by reason of any claim or defense based upon an election of remedies by Beneficiary in the event such election may, in any manner, impair, affect, reduce, release, destroy or extinguish any right of contribution or reimbursement of Guarantor, or any other rights of the Guarantor to proceed against any other guarantor, or against any other person or any collateral.

(f) Guarantor hereby waives all presentments, demands for performance or payment, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of default or nonpayment, notice of acceptance of this Guaranty, and notices of the existence, creation, or incurring of new or additional Obligations, and all other notices or formalities to which Guarantor may be entitled, and Guarantor hereby waives all suretyship defenses, including but not limited to all defenses set forth in the Uniform Commercial Code, as revised from time to time (the "UCC") to the full extent such a waiver is permitted thereby.

(g) Guarantor hereby irrevocably waives all legal and equitable rights to recover from Borrower any sums paid by the Guarantor under the terms of this Guaranty, including without limitation all rights of subrogation and all other rights that would result in Guarantor being deemed a creditor of Borrower under the federal Bankruptcy Code or any other law, and Guarantor hereby waives any right to assert in any manner against Beneficiary any claim, defense, counterclaim and offset of any kind or nature, whether legal or equitable, that Guarantor may now or at any time hereafter have against Borrower or any other party liable to Beneficiary.

(h) In order to secure repayment of all Obligations, Guarantor and Lender have entered into a Security Agreement dated as of the date hereof. The rights of Lender in and to the Collateral are set forth in the Security Agreement.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Guarantor hereby represents, warrants and covenants as follows:

(a) Guarantor is duly organized, validly existing and in good standing under the laws of the state of its incorporation, has the power and authority to carry on its business and to enter into and perform this Guaranty and is qualified and licensed to do business in each jurisdiction in which such qualification or licensing is required.

(b) The execution, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action, and shall not violate any provision of law or regulation applicable to Guarantor, or the articles of incorporation, regulations or bylaws of Guarantor, or any writ or decree of any court or governmental instrumentality, or any instrument or agreement to which Guarantor is a party or by which Guarantor may be bound; this Guaranty is a legal, valid and binding obligation of said Guarantor, enforceable in accordance with its terms; and there is no action or proceeding before any court or governmental body agency now pending that may materially adversely affect the condition (financial or otherwise) of Guarantor.

3. AFFIRMATIVE COVENANTS. Guarantor covenants with, and represents and warrants to, Beneficiary that, from and after the execution date of the Loan Documents until the Obligations are paid and satisfied in full:

(a) Financial Statements. Guarantor shall maintain a standard and modern system for accounting and shall furnish to Beneficiary:

(i) Within 30 days after the end of each month, a copy of Guarantor's internally prepared consolidated financial statements for that month and for the year to date in a form reasonably acceptable to Beneficiary, prepared and certified as complete and correct, subject to changes resulting from year-end adjustments, by the principal financial officer of Guarantor;

(ii) Within 45 days after the end of each quarter, a copy of Guarantor's financial statements for that quarter and for the year to date and certified as complete and correct, subject to changes resulting from year-end adjustments, by the principal financial officer of Guarantor;

(iii) Within 120 days after the end of each fiscal year, a copy of Guarantor's financial statements audited by a firm of independent certified public accountants acceptable to Beneficiary (which acceptance shall not be unreasonably withheld) and accompanied by an audit opinion of such accountants without qualification;

(iv) With all financial statements delivered to Beneficiary as provided in (i), (ii) and (iii) above, Guarantor shall deliver to Beneficiary a Financial Statement Compliance Certificate in addition to the other information set forth therein, which certifies the Guarantor's compliance with the financial covenants set forth herein and that no Event of Default has occurred.

(v) With the statements submitted above, a certificate signed by the Guarantor, (i) stating that no Event of Default specified herein, nor any event which upon notice or lapse of time, or both would constitute such an Event of Default, has occurred, or if any such condition or event existed or exists, specifying it and describing what action Guarantor has taken or proposes to take with respect thereto, and (ii) setting forth, in summary form, figures showing the financial status of Guarantor in respect of the financial restrictions contained herein;

(vi) Immediately upon any officer of Guarantor obtaining knowledge of any condition or event which constitutes or, after notice or lapse of time or both, would constitute an Event of Default, a certificate of such person specifying the nature and period of the existence thereof, and what action Guarantor has taken or is taking or proposes to take in respect thereof;

All of the statements referred to in (i), (ii) and (iii) above shall be in conformance with generally accepted accounting principles and give representatives of Beneficiary access thereto at all reasonable times, including permission to examine, copy and make abstracts from any such books and records and such other information which might be helpful to Beneficiary in evaluating the status of the loans as it may reasonably request from time to time.

If at any time Guarantor has any additional subsidiaries which have financial statements that could be consolidated with those of Guarantor under generally accepted accounting principles, the financial statements required by subsections (i), (ii) and (iii) above shall be the financial statements of Guarantor and all such subsidiaries prepared on a consolidated and consolidating basis.

4. NEGATIVE COVENANTS. Guarantor covenants with, and represents and warrants to, Beneficiary that, from and after the execution date hereof until the Obligations are paid and satisfied in full:

(a) Capital Stock and Distribution. Guarantor shall not (a) declare or pay any dividend or distributions (except stock dividends) on its capital stock, (b) make any payments of any kind to its shareholders (including, without limitation, debt repayments, payments for goods or services or otherwise, but excluding ordinary salary payments to shareholders employed by Guarantor) or (c) redeem any shares of its capital stock in any fiscal year. Notwithstanding the foregoing, if Guarantor elects to be taxed as an "S" corporation for federal income tax purposes, distributions to Guarantor's shareholders shall be permitted in amounts necessary to cover federal and state income tax liabilities payable solely as a result of income of Guarantor being included in such shareholders' tax returns which distributions shall be in amounts necessary to pay such shareholders' tax obligations based upon such income derived from Guarantor; such distributions may be made only so long as no Event of Default has occurred prior to such distributions or shall occur as a result of such distribution.

5. FINANCIAL COVENANTS. Guarantor and Beneficiary hereby agrees as follows:

(a) Fixed Charge Coverage Ratio. Guarantor shall not permit its Fixed Charge Coverage Ratio, on a consolidated basis, to be less than 1.10 to 1.0 at the end of any quarter as measured on a rolling twelve month basis.

(b) Funded Indebtedness to EBITDA. Guarantor shall not permit its Funded Indebtedness to EBITDA, on a consolidated basis, to be greater than 2.00:1.0 at the end of any quarter as measured on a trailing twelve month basis.

6. **DEFINITIONS.** Certain capitalized terms have the meanings set forth on any exhibit hereto, in the Security Agreement, if applicable, or any other Loan Document. All financial terms used herein but not defined on the exhibits, in the Security Agreement, if applicable, or any other Loan Document have the meanings given to them by generally accepted accounting principles. All other undefined terms have the meanings given to them in the Uniform Commercial Code as adopted in the state whose law governs this instrument. The following definitions are used herein:

(a) “EBITDA” means on a consolidated basis, the amount of Guarantor’s earnings before interest, taxes, depreciation and amortization expense for the measurement period.

(b) “Fixed Charge Coverage Ratio” means the ratio of (a) Guarantor’s EBITDA plus rent and operating lease payments, less distributions, dividends and capital expenditures (other than capital expenditures financed with the proceeds of purchase money Indebtedness or capital leases to the extent permitted hereunder) and other extraordinary items for the twelve month period then ending to (b) the consolidated sum of (i) Guarantor’s interest expense, and (ii) all principal payments with respect to Indebtedness that were paid or were due and payable by all consolidated entities during the period plus rent and operating lease expense incurred and all cash taxes paid in the same such period.

(c) “Funded Indebtedness” means all Indebtedness (i) in respect of money borrowed or (ii) evidenced by a note, debenture (senior or subordinated) or other like written obligation to pay money, or (iii) in respect of rent or hire of property under leases or lease arrangements which under generally accepted accounting principles are required to be capitalized, or (iv) in respect of obligations under conditional sales or other title retention agreements.

(d) “Indebtedness” means (i) all items (except items of capital stock, of capital surplus, of general contingency reserves or of retained earnings, deferred income taxes, and amount attributable to minority interest if any) which in accordance with generally accepted accounting principles would be included in determining total liabilities on a consolidated basis (if Guarantor should have a subsidiary) as shown on the liability side of a balance sheet as at the date as of which Indebtedness is to be determined, (ii) all indebtedness secured by any mortgage, pledge, lien or conditional sale or other title retention agreement to which any property or asset owned or held is subject, whether or not the indebtedness secured thereby shall have been assumed (excluding non-capitalized leases which may amount to title retention agreements but including capitalized leases), and (iii) all indebtedness of others which Guarantor or any subsidiary has directly or indirectly guaranteed, endorse (otherwise than for collection or deposit in the ordinary course of business), discounted or sold with recourse or agreed (contingently or otherwise) to purchase or repurchase or otherwise acquire, or in respect of which Guarantor or any subsidiary has agreed to apply or advance funds (whether by way of loan, stock purchase, capital contribution or otherwise) or otherwise to become directly or indirectly liable.

(e) “Loan Documents” means any and all Rate Management Agreements and each and every document or agreement executed by any party evidencing, guarantying or securing any of the Obligations; and “Loan Document” means any one of the Loan Documents.

(f) “Subsidiary” means any corporation of which Guarantor directly or indirectly owns or controls at the time outstanding stock having ordinary circumstances (not depending on the happening of a contingency) voting power to elect a majority of the board of directors of said corporation.

7. EVENTS OF DEFAULT. Any of the following occurrences shall constitute an “Event of Default” under this Guaranty:

(a) An Event of Default occurs under the terms of the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the Obligations, as “Event of Default” shall be defined therein.

(b) Guarantor shall fail to observe or perform (i) the covenants set forth in Sections 4 or 5 hereof or (ii) any other covenant, condition, or agreement under this Guaranty, in the case of clause (ii) for a period of thirty (30) days from the date of such breach, or any representation or warranty of Guarantor set forth in this Guaranty shall be materially inaccurate or misleading when made or delivered.

(c) The dissolution of Guarantor, or of any endorser or other guarantor of the Obligations, or the merger or consolidation of any of the foregoing with a third party, or the lease, sale or other conveyance of a material part of the assets or business of any of the foregoing to a third party outside the ordinary course of its business, or the lease, purchase or other acquisition of a material part of the assets or business of a third party by any of the foregoing.

(d) The default by Guarantor under the terms of any indebtedness of Guarantor now or hereafter existing, which default has not been cured within any time period permitted pursuant to the terms and conditions of such indebtedness or the occurrence of an event which gives any creditor the right to accelerate the maturity of any such indebtedness.

(e) The commencement by Guarantor of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or the entry of a decree or order for relief in respect of Guarantor in a case under any such law or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Guarantor or for any substantial part of Guarantor’s property, or ordering the wind-up or liquidation of Guarantor’s affairs; or the filing and pendency for 30 days without dismissal of a petition initiating an involuntary case under any such bankruptcy, insolvency or similar law; or the making by Guarantor of any general assignment for the benefit of creditors; or the failure of Guarantor generally to pay Guarantor’s debts as such debts become due; or the taking of action by Guarantor in furtherance of any of the foregoing.

(f) The revocation or attempted revocation of this Guaranty by Guarantor before the termination of this Guaranty in accordance with its terms, or the assignment or attempted assignment of this Guaranty by Guarantor.

8. REMEDIES.

(a) Whenever any Event of Default as defined herein shall have happened, Beneficiary, in its sole discretion, may take any remedial action permitted by law or in equity or by the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the Obligations, including demanding payment in full of all sums guaranteed hereby, plus any accrued interest or other expenses.

(b) If Beneficiary should employ attorneys or incur other expenses for the enforcement of this Guaranty, Guarantor, on demand therefor, shall reimburse the reasonable fees of such attorneys and such other expenses to the extent permitted by law.

(c) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity or by statute. No delay or omission on the part of Beneficiary to exercise any right or remedy shall be construed to be a waiver thereof, but any such right or remedy may be exercised from time to time and as often as may be deemed expedient thereby, and a waiver on any one occasion shall be limited to that particular occasion.

9. FINANCIAL CONDITION OF BORROWER. Guarantor is presently informed of the financial condition of Borrower and of all other circumstances that a diligent inquiry would reveal and which would bear upon the risk of nonpayment of any of the Obligations. Guarantor hereby covenants that Guarantor shall continue to keep informed of such matters, and hereby waives Guarantor's right, if any, to require Beneficiary to disclose any present or future information concerning such matters including, but not limited to, the release of or revocation by any other guarantor.

10. SUBORDINATION. All indebtedness and liability now or hereafter owing by Borrower to Guarantor is hereby postponed and subordinated to the Obligations owing to Beneficiary; and such indebtedness and liability to Guarantor, if Beneficiary so requests, shall be collected, enforced and received by Guarantor as trustee for Beneficiary and be paid over to Beneficiary on account of the Obligations.

11. NOTICES. Any notices under or pursuant to this Guaranty shall be deemed duly sent when delivered in hand or when mailed by registered or certified mail, return receipt requested, addressed as follows:

To Guarantor: Streamline Health Solutions, Inc.
10200 Alliance Road
Cincinnati, Ohio 45242
Hamilton County, Ohio

To Beneficiary: Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, Ohio 45263
Hamilton County, Ohio

Either party may change such address by sending notice of the change to the other party.

12. MISCELLANEOUS.

(a) This Guaranty may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(b) This Guaranty is the complete agreement of the parties hereto and supersedes all previous understandings and agreements relating to the subject matter hereof. Neither this Guaranty nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against whom enforcement of the termination, amendment, supplement, waiver or modification is sought.

(c) As the context herein requires, the singular shall include the plural and one gender shall include one or both other genders.

(d) This Guaranty shall inure to the benefit of Beneficiary's successors and assigns and shall be binding upon the heirs, executors, administrators and successors of Guarantor. This Guaranty is not assignable by Guarantor.

(e) If any provision of this Guaranty or the application thereof to any person or circumstance is held invalid, the remainder of this Guaranty and the application thereof to other persons or circumstances shall not be affected thereby.

(f) If from any cause or circumstances whatsoever, fulfillment of any provisions of this Guaranty at the time performance of such provision shall be due involves transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity. The provisions of this paragraph shall control every other provision of this Guaranty.

(g) This Guaranty is assignable by Beneficiary, and any assignment hereof or any transfer or assignment of the Loan Documents or portions thereof by Beneficiary shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Beneficiary.

(h) This Guaranty shall be governed by and construed in accordance with the law of the State of Ohio. Guarantor agrees that the state and federal courts for the County in which the Beneficiary is located or any other court in which Beneficiary initiates proceedings have exclusive jurisdiction over all matters arising out of this Guaranty.

(i) GUARANTOR AND BENEFICIARY HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING IN CONNECTION WITH THIS GUARANTY OR THE TRANSACTIONS RELATED THERETO.

13. **CONFESSION OF JUDGMENT.** Guarantor authorizes any attorney of record to appear for it in any court of record in the State of Ohio, after an Obligation becomes due and payable whether by its terms or upon default, waive the issuance and service of process, and release all errors, and confess a judgment against it in favor of the holder of such Obligation, for the principal amount of such Obligation plus interest thereon, together with court costs and attorneys' fees. Stay of execution and all exemptions are hereby waived. If an Obligation is referred to an attorney for collection, and the payment is obtained without the entry of a judgment, the obligors shall pay to the holder of such obligation its attorneys' fees. GUARANTOR AGREES THAT AN ATTORNEY WHO IS COUNSEL TO BENEFICIARY OR ANY OTHER HOLDER OF SUCH OBLIGATION MAY ALSO ACT AS ATTORNEY OF RECORD FOR GUARANTOR WHEN TAKING THE ACTIONS DESCRIBED ABOVE IN THIS PARAGRAPH. GUARANTOR AGREES THAT ANY ATTORNEY TAKING SUCH ACTIONS MAY BE PAID FOR THOSE SERVICES BY BENEFICIARY OR THE HOLDER OF SUCH OBLIGATION. GUARANTOR WAIVES ANY CONFLICT OF INTEREST THAT MAY BE CREATED BECAUSE THE ATTORNEY WHO ACTS FOR GUARANTOR PURSUANT TO THIS PARAGRAPH IS ALSO REPRESENTING BENEFICIARY OR THE HOLDER OF SUCH OBLIGATION, OR BECAUSE SUCH ATTORNEY IS BEING PAID BY BENEFICIARY OR THE HOLDER OF SUCH OBLIGATION.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date first above written.

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

BENEFICIARY:

Fifth Third Bank, an Ohio banking corporation

By /s/ Daniel G. Feldmann
(Signature)

Daniel G. Feldmann, AVP
(Print Name and Title)

BORROWER:

Streamline Health Solutions, Inc., an Ohio corporation

By /s/ Donald E. Vick, Jr.
(Authorized Signer)

Donald E. Vick, Jr., Interim CFO
(Print Name and Title)

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of October 21, 2009, by and between **STREAMLINE HEALTH SOLUTIONS, INC.**, a Delaware corporation (the “Guarantor”) and **FIFTH THIRD BANK**, an Ohio banking corporation, the Lender under the Revolving Note (the “Secured Party”).

Section 1. Definitions:1.1 Specific Definitions. The following definitions will apply:

“Accounts” means all accounts, accounts receivable, health-care-insurance receivables, credit card receivables, contract rights, tax refunds from federal, state and local governments, and all obligations in any form including but not limited to those arising out of the sale or lease of goods or the rendition of services by Guarantor; all guaranties, letters of credit and other security and supporting obligations for any of the above; all merchandise returned to or reclaimed by Guarantor; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom.

“Guarantor” means STREAMLINE HEALTH, INC., an Ohio corporation

“Equipment” means all machinery, machine tools, equipment, fixtures, office equipment, furniture, furnishings, motors, motor vehicles, tools, dies, parts, jigs, goods (including, without limitation, each of the items of equipment set forth on any schedule which is either now or in the future attached to Secured Party’s copy of this Agreement), and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all supplies used or useful in connection therewith.

“Event of Default” means any “Event of Default” as defined in the Guaranty.

“Guaranty” means the Amended and Restated Continuing Guaranty Agreement dated as of the date hereof between Guarantor and Secured Party.

“General Intangibles” means all general intangibles, choses in action, causes of action, obligations or indebtedness owed to Guarantor from any source whatsoever, payment intangibles, software, and all other intangible personal property of every kind and nature (other than Accounts) including without limitation patents, trademarks, trade names, service marks, copyrights and applications for any of the above, and goodwill, trade secrets, licenses, franchises, rights under agreements, tax refund claims, and all books and records including all computer programs, disks, tapes, printouts, customer lists, credit files and other business and financial records, and the equipment containing any such information.

“Inventory” means any and all inventory, goods, supplies, wares, merchandises and other tangible personal property, including raw materials, work in process, supplies and components, and finished goods, whether held for sale or lease, or furnished or to be furnished under any contract for service, or used or consumed in business and also including products of and accessions to inventory, packing and shipping materials, and all documents of title, whether negotiable or non-negotiable, representing any of the foregoing.

“Investment Property” means any investment property, security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account.

“Obligations” means all “Obligations” under and as defined in the Guaranty.

“Revolving Note” means the Amended and Restated Revolving Note dated as of October 21, 2009 executed by Borrower and payable to the Secured Party for itself and as agent for any affiliate of Fifth Third Bancorp.

“Uniform Commercial Code” and “UCC” means the Uniform Commercial Code as in effect in the State of Ohio and, to the extent the laws of any other state govern perfection, the effect of perfection and nonperfection, the Uniform Commercial Code as in effect in such state.

1.2 Other Definitions. Capitalized terms not defined herein have the meanings set forth in the Guaranty or, to the extent not defined therein, in the Revolving Note or, to the extent not defined therein, in the UCC.

Section 2. Security.

2.1 Security Interest of Secured Party. To induce Secured Party to make the Revolving Loans pursuant to the Revolving Note, and as security for all Obligations, Guarantor hereby assigns to Secured Party as collateral and grants to Secured Party a continuing pledge and security interest in the following property of Guarantor (the “Collateral”), whether now owned or existing or hereafter acquired or arising and regardless of where it is located:

- (a) all Accounts;
- (b) all Inventory;
- (c) all Equipment, Goods and Fixtures;
- (d) all General Intangibles;
- (e) all Investment Property, Money and Deposit Accounts;

(f) all equity interests in Borrower, all documents, instruments, chattel paper, electronic chattel paper, securities, money, cash, letters of credit, letter of credit rights, promissory notes, warrants, dividends, distributions, Commercial Tort Claims, contracts, agreements, contract rights or other property, owned by Guarantor or in which Guarantor has an interest, which now or hereafter are at any time in the possession or control of Guarantor, Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same, and the proceeds thereof, all rights to payment from all claims against Secured Party, and any deposit accounts of Guarantor and all amounts on deposit therein or credited thereto, including certificates of deposit, all demand, time, savings, passbook or other accounts;

(g) all books and records relating to the Collateral;

(h) all Supporting Obligations relating to the Collateral; and

(i) all proceeds and products of Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering Collateral, all tort or other claims against third parties arising out of damage or destruction of Collateral, all property received wholly or partly in trade or exchange for Collateral, all fixtures, all leases of Collateral and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of the Collateral or any interest therein.

2.2 Representations in Schedule I. Guarantor represents and warrants that the representations and warranties in Schedule I attached hereto are true and correct in all material respects. Except as otherwise permitted hereunder, Guarantor will not change its name, change its jurisdiction of organization, transfer executive offices or maintain records with respect to Accounts at any location other than the present locations specified in that schedule.

2.3 Provisions Concerning Accounts and Other Collateral.

(a) Guarantor represents and warrants that each Account reflected in Guarantor's books and records or hereafter created is, or at the time it arises will be, owned by Guarantor free and clear of all Liens in favor of any third party other than Permitted Liens, will be a bona fide existing obligation created by the final sale and delivery goods or the completed performance of services by Guarantor in the ordinary course of its business, will be for a liquidated amount maturing as stated in the supporting data covering such transaction, and will not be subject to any known deduction, offset, counterclaim, return privilege or other condition. Any discounts, credits and allowances relating to Accounts between Guarantor and its customers will be in accordance with the usual customary practices of Guarantor, as such practices exist as of the date hereof.

(b) Secured Party may at any time notify Debtors that Accounts have been assigned to Secured Party or of Secured Party's security interest therein, and after default by Guarantor hereunder collect the same directly and all collection costs and expenses shall be due from Guarantor and shall constitute Obligations.

(c) If Guarantor becomes aware that a Debtor disputes liability or makes any claim with respect to an Account in excess of \$10,000 or that a receivership petition or petition under any chapter of the federal bankruptcy act is filed by or against a Debtor, or that a Debtor dissolves, makes an assignment for the benefit of creditors, becomes insolvent, fails or goes out of business, or that any other event occurs which materially and adversely affects the value of any Account owed by a debtor, Guarantor will within two business days notify Secured Party of each such event. If an Event of Default has occurred and is continuing, Guarantor will not grant any discounts, credit or allowances to any Debtor and will not accept returns of merchandise without Secured Party's consent. If an Event of Default has occurred and is continuing, Secured Party may settle disputes and claims directly with Debtors and apply the net amounts collected from such disputed Accounts to the Obligations, after expenses of collection.

(d) Guarantor appoints Secured Party as its attorney-in-fact to endorse Guarantor's name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into Secured Party's possession; to sign Guarantor's name on any invoice or bill of lading relating to any Accounts or Inventory, on drafts against Debtors, on schedules and assignments of Accounts or Inventory, on notices of assignment and other public records, on verifications of Accounts and on notices to Debtors; to notify post office authorities to change the address for delivery of Guarantor's mail to an address designated by Secured Party, to receive and open all mail addressed to Guarantor and to retain all mail relating to Collateral and forward all other mail to Guarantor; to send requests for verification of Accounts to customers or Debtors, executing on its behalf any third party agreements or assignments to grant Secured Party control over the Collateral, including but not limited to third party agreements between Guarantor, Secured Party, and depository institutions, securities intermediaries, and issuers of letters of credit or other support obligations, which third party agreements direct the third party to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof; provided that Secured Party will not exercise any right or power granted under the foregoing power-of-attorney unless an Event of Default has occurred and is continuing. Guarantor ratifies and approves all acts of Secured Party as attorney-in-fact. Secured Party as attorney-in-fact will not be liable for any acts or omissions, or for any error of judgment or mistake of fact or law except for bad faith. This power, being coupled with an interest, is irrevocable until all Obligations have been fully satisfied.

(e) If any Accounts will arise out of a contract with the United States of America or any department, agency, subdivision or instrumentality thereof, Guarantor will promptly notify Secured Party and upon the request of Secured Party, Guarantor will perfect Secured Party's Lien in such Accounts under the provisions of the Federal laws on assignment of claims.

(f) Guarantor will promptly notify Secured Party of any Commercial Tort Claim (including a brief description thereof) and take such action as Secured Party may reasonably request (including amending any UCC financing statement) to perfect Secured Party's Lien in such Collateral.

2.4 Provisions Concerning General Intangibles. Guarantor represents and warrants that Guarantor owns all of the General Intangibles in which Guarantor grants Secured Party a Lien, free and clear of any Liens other than Permitted Liens. Guarantor will preserve all material patents, trademarks, copyrights and the like which are necessary or useful for the conduct of its business.

2.5 Provisions Concerning Inventory. (a) Guarantor represents and warrants that Schedule I sets forth all places where Guarantor maintains Inventory or has maintained Inventory at any time during the past twelve months, including, without limitations, facilities leased and operated by Guarantor and locations neither owned nor leased by Guarantor. Schedule I indicates whether the premises are those of a warehouseman or other party. No Inventory will be removed from the current locations or stored at locations other than the current locations disclosed to Secured Party on Schedule I, except (i) for the purpose of sale in the ordinary course of Guarantor's business or (ii) upon 30 days' prior written notice to Secured Party, to such other locations as to which all action required to perfect and protect Secured Party's lien in such Inventory has been taken. Inventory may be moved from one current location to another.

(b) Guarantor will keep all Inventory in good order and condition and will maintain full, accurate and complete books and records with respect to Inventory at all times.

(c) Except during the continuance of an Event of Default and following notice from Secured Party, Guarantor may sell Inventory in the ordinary course of its business (which does not include a transfer in full or partial satisfaction of Indebtedness).

(d) If any Inventory is stored with a bailee, warehouseman or similar party at any time, Guarantor so storing such Inventory will inform Secured Party of that fact and will take all steps requested by Secured Party so that Secured Party retains a first priority perfected Lien in those assets.

(e) Guarantor has not purchased any of the Collateral in a bulk transfer or in a transaction which was outside the ordinary course of the seller's business, except pursuant to the Acquisition or as set forth on an exhibit attached hereto.

2.6 Provisions Concerning Equipment. (a) Guarantor represents and warrants that Schedule I sets forth all places where any of Guarantor's Equipment is located or has been located at any time during the past twelve months. No Equipment will be moved to any location not disclosed to Secured Party on Schedule I but Equipment may be moved from one such location to another.

(b) Guarantor will maintain its assets in good repair and working order, ordinary wear and tear excepted, and will make all appropriate repairs and replacements thereof necessary to allow Guarantor to continue its business as currently conducted. Guarantor will immediately notify Secured Party of any loss to the Collateral which is reasonably likely to result in a loss in excess of \$50,000.

(c) Guarantor will immediately deliver to Secured Party all certificates of title or applications for title or the like for any vehicles, or other Equipment covered by certificates of title. Guarantor will fully cooperate with Secured Party as necessary to perfect Secured Party's Lien in such assets.

(d) Guarantor will not permit any item of Equipment to become a fixture to real estate or accession to other property and the Equipment is now and will at all times remain and be personal property, except with the prior written consent of Secured Party. If any of the Collateral is or may become a fixture, Guarantor will obtain from all persons with an interest in the relevant real estate such waivers or subordinations as Secured Party reasonably requires.

2.7 Liens. Guarantor has good and valid title to the Collateral, and upon the filing of a Uniform Commercial Code financing statement with the Secretary of State of Ohio, the Liens granted to Secured Party in this Agreement will be fully perfected first priority Liens in the Collateral (to the extent a Lien in such Collateral can be perfected by filing a financing statement) with priority over the rights of every person subject only to Permitted Liens.

2.8 Further Assurances.

(a) Guarantor will execute and deliver to Secured Party at Secured Party's request all financing statements (if necessary), continuation statements (if necessary) and other documents that Secured Party may reasonably request, in form satisfactory to Secured Party, to perfect and maintain perfected Secured Party's security interest in the Collateral and to fully consummate all transactions contemplated under this Agreement.

(b) If any Collateral, including proceeds, consists of a letter of credit, advice of credit, instrument, money, negotiable documents, chattel paper or similar property (collectively, "Negotiable Collateral") or Investment Property evidenced by a certificate or certificates, Guarantor will, promptly upon receipt thereof, endorse and assign such Negotiable Collateral or such Investment Property over to Secured Party and deliver actual physical possession of the Negotiable Collateral or Investment Property to Secured Party.

(c) Secured Party may inspect and verify Guarantor's books and records at any time or times hereafter, during usual business hours and after reasonable notice, in order to verify the amount or condition of the Collateral, or any other matter relating to the Collateral or Guarantor's financial condition. Guarantor will promptly deliver to Secured Party copies of all books and records requested by Secured Party.

(d) Guarantor will take any other and further action reasonably necessary or desirable as requested by Secured Party to grant Secured Party control over the Collateral, as "control" is defined in the applicable version of the Uniform Commercial Code, including without limitation (i) executing and/or authenticating any assignments or third party agreements; (ii) delivering, or causing the delivery of, any of the Collateral to the possession of Secured Party; (iii) obtaining written acknowledgments of the lien of Secured Party and agreements of subordination to such lien from third parties in possession of the Collateral in a form acceptable to Secured Party (including from any bank at which Guarantor maintains any deposit account). Guarantor consents to and hereby authorizes any third party in an authenticated record or agreement between Guarantor, Secured Party, and the third party, including but not limited to depository institutions, securities intermediaries, and issuers of letters of credit or other support obligations, to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof, and to enter into agreements with Secured Party regarding same, without further consent of the Guarantor.

2.9 Other Amounts Deemed Obligations. If Guarantor fails to pay any tax, assessment, government charge or levy or to maintain insurance within the time permitted by this Agreement or the Guaranty, or to discharge any Lien prohibited hereby, or to comply with any other obligation, Secured Party may, but will not be required to, pay, satisfy, discharge or bond the same of the account of Guarantor, and to the extent permitted by law and all monies so paid out will be secured by the Collateral.

2.10 Guarantor Remains Liable. Guarantor will remain liable under any contracts and agreements included in the Collateral to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, and Secured Party will not have any obligation or liability under such contracts and agreements by reason of this Agreement or otherwise.

2.11 Insurance. Guarantor will insure the Collateral against loss or damage of the kinds and in the amounts customarily insured against by companies with established reputations engaged in the same or similar business as Guarantor. All such policies will (a) be issued by financially sound and reputable insurers, (b) name Secured Party as an additional insured and, where applicable, as loss payee under a lender loss payable endorsement satisfactory to Secured Party, and (c) will provide for notice to Secured Party before such policy is altered or canceled all of which will be evidenced by a Certificate of Insurance delivered to Secured Party by Guarantor on the date of execution of this Agreement.

Section 3. Remedies.

3.1 Remedies. If any Event of Default occurs and is continuing, in addition to the remedies provided in the Guaranty:

(a) Secured Party may resort to the rights and remedies of a secured party under the UCC including the right to enter any premises of Guarantor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral;

(b) Secured Party may ship, reclaim, recover, store, finish, maintain and repair the Collateral, and may sell the Collateral at public or private sale, and Guarantor will be credited with the net proceeds of such sale only when they are actually received by Secured Party and any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is sent to Guarantor 10 days prior to such disposition;

(c) Guarantor will upon request of Secured Party assemble the Collateral and any records pertaining thereto and make them available at a place designated by Secured Party; and

(d) Secured Party may use, in connection with any assembly or disposition of the Collateral, any trademark, trade name, tradestyle, copyright, patent right, trade secret or technical process used or utilized by Guarantor.

3.2 No Remedy Exclusive. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement or the Guaranty or now or hereafter existing at law or in equity or by statute.

Section 4. Miscellaneous Provisions.

4.1 Miscellaneous. No delay or omission to exercise any right will impair any such right or be a waiver thereof, and a waiver on one occasion will be limited to that particular occasion. This Agreement may be amended only in writing signed by the party against whom enforcement of the amendment is sought. This Agreement may be executed in counterparts. If any part of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby.

4.2 Binding Effect. This Agreement will be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto; however, Guarantor may not assign any of its rights or delegate any of its obligations hereunder. Secured Party (and any subsequent assignee) may transfer and assign this Agreement or may assign partial interests or participation in the Revolving Loans to other persons.

4.3 Financing Statement. Guarantor hereby authorizes Secured Party to file UCC Financing Statements on behalf of Secured Party and Guarantor with respect to the Collateral.

4.4 Representations and Warranties. All representations and warranties made by the Guarantor are made both before and after giving effect to the Acquisition.

4.5 Notices. Any notice, request, instruction or other document required to be given hereunder or under any other Loan Document shall be in writing and shall be given to the addresses and in the manner set forth in the Guaranty.

4.6 Governing Law; Jurisdiction. This Agreement will be governed by the domestic laws of the State of Ohio. Guarantor agrees that the state and federal courts in Hamilton County, Ohio have exclusive jurisdiction over all matters arising out of this Agreement, and that service of process in any such proceeding will be effective if mailed to Guarantor at its address set forth in the Guaranty. EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, Guarantor and Secured Party have executed this Security Agreement by their duly authorized officers as of the date first above written.

STREAMLINE HEALTH SOLUTIONS, INC.

By: /s/ Donald E. Vick, Jr.

Name: Donald E. Vick, Jr.

Title: Interim CFO

FIFTH THIRD BANK

By: /s/ Daniel G. Feldmann

Name: Daniel Feldmann

Title: AVP

SCHEDULE I

SPECIFIC REPRESENTATIONS

1. The exact legal name of Guarantor is: Streamline Health Solutions, Inc.
2. Guarantor has not changed its name since it was formed, except: It was formerly known as LanVision Systems, Inc.
3. Guarantor does not use in its business any trade names other than the following: Streamline Health or formerly LanVision
4. Guarantor's form of organization (i.e., corporation, partnership, limited liability company): corporation
5. Guarantor's State of location as a registered organization (i.e., corporation, limited partnership or limited liability company): Delaware
6. Guarantor's EIN: 31-1455414
7. Guarantor's organization ID#: Delaware Franchise ID: 2585139
8. Address for books and records: 10200 Alliance Road, Suite 200, Cincinnati, OH 45242
9. Addresses of other Collateral locations, including Counties, for the past five (5) years: 10200 Alliance Road, Suite 200, Cincinnati, OH 45242 and 5481 Creek Road, Cincinnati, OH 45242- both Hamilton County
10. Name and address of landlord or owner if location is not owned by the Guarantor: Alliance Street LLC, C/O West Shell Commercial, 425 Walnut Street, Suite 1200, Cincinnati, OH 45202
11. Guarantor is qualified to transact business in the following states: DE and OH
12. Guarantor has its chief executive office and principal place of business at: 10200 Alliance Road, Suite 200, Cincinnati, OH 45242
13. Guarantor maintains all of its records with respect to its Accounts at the address specified in clause 12.
14. Guarantor also has places of business at: none
15. The following entities (a) have been merged into Guarantor or (b) have sold substantially all of their assets to Guarantor outside the ordinary course of their business since Guarantor was formed: Streamline Health, Inc. is a wholly owned subsidiary of Streamline Health Solutions, Inc.
16. Guarantor owns the following numbers of motor vehicles:
autos: 0 trucks: 0 tractors: 0 trailers 0 .

17. Guarantor is not the owner or licensee of any registered patents, trademarks or copyrights or patent, trademark or copyright applications except: none
18. Guarantor does not (a) have any subsidiaries, or own, or have any interest in, stock in any other corporations, or own an interest in any partnerships or joint ventures or (b) own, or have any interest in, any promissory notes, instruments or chattel paper (whether tangible or electronic) except: Streamline Health, Inc. is a wholly owned subsidiary of Streamline Health Solutions, Inc.
19. Guarantor does not own any deposit accounts, securities accounts or commodities accounts other than as set forth below (including the bank or financial institution maintaining such account, the account number and the type of account): None
20. Guarantor is not the owner of any life insurance policies except: None
21. Guarantor is not a plaintiff or defendant in any litigation except as follows: None
22. List of all existing Commercial Tort Claims (by case title with court and brief description of claim): None
23. Guarantor only maintains Inventory at the following locations (each of which, as specified below, is owned or leased or neither owned nor leased by Guarantor): None
24. Guarantor only maintains Equipment at the following locations (each of which, as specified below, is owned or leased by Guarantor): None
25. Guarantor only owns or leases the following real property (specifying whether such real property is owned or leased): None