UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Sections 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 29, 2010

AMN HEALTHCARE SERVICES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-16753**	**06-1500476**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

12400 High Bluff Drive; Suite 100
San Diego, California 92130
(Address of principal executive offices)

Registrant's telephone number, including area code: (866) 871-8519

NOT APPLICABLE
(Former name or address, if changed since last report)

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

☐ Written communication 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))

Item 1.01. Entry into a Material Definitive Agreement.

On September 1, 2010, AMN Healthcare Services, Inc. ("AMN") completed its acquisition of NF Investors, Inc., a Delaware corporation ("NFI"), the parent company of Nursefinders, Inc. (dba Medfinders), one of the nation's leading providers of clinical workforce managed services programs. As contemplated by the Agreement and Plan of Merger, dated July 28, 2010, by and among AMN, Nightingale Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of AMN ("Merger Sub"), Nightingale Acquisition, LLC, a Delaware limited liability company and a wholly owned subsidiary of AMN ("LLC Sub"), NFI and GSUIG, L.L.C., a Delaware limited liability company (("GSUIG") (in its capacity as the representative of the NFI stockholders), as amended by Amendment No. 1 (as defined below) (the "Merger Agreement"), Merger Sub merged with and into NFI, with NFI continuing as the surviving corporation (the "Merger") and, immediately thereafter, NFI (as the surviving corporation of the Merger) merged with and into LLC Sub, with LLC Sub continuing as the surviving company and as a wholly owned subsidiary of AMN.

On August 29, 2010, AMN, Merger Sub, LLC Sub, NFI and GSUIG entered in Amendment No. 1 to Agreement and Plan of Merger ("Amendment No. 1") to provide that NFI shall indemnify AMN and its affiliates from any and all losses based upon, relating to, arising out of or resulting from a certain settlement agreement entered into by NFI and certain of its then-existing stockholders. The foregoing description of Amendment No. 1 does not purport to be complete and is qualified in its entirety by reference to Amendment No. 1, which is filed as Exhibit 2.2 hereto and incorporated herein by reference.

Registration Rights Agreement

On September 1, 2010, in connection with the consummation of the Merger, AMN and certain former NFI stockholders and affiliates who received AMN common stock and Series A Conditional Convertible Preferred Stock of AMN (the "Preferred Stock"), in connection with the Merger entered into a registration rights agreement (the "Registration Rights Agreement") pursuant to which AMN granted to such persons and their permitted assignees and pledgees certain registration rights with respect to the shares of AMN common stock issued as consideration for the Merger and issuable upon conversion of the shares of Preferred Stock.

Under the Registration Rights Agreement, no later than December 30, 2010, if AMN is eligible to use Form S-3 under the Securities Act of 1933, as amended (the "Securities Act"), AMN will use Form S-3 to register all of the shares of common stock issued to, and all of the shares of common stock issuable upon conversion of the Preferred Stock issued to, certain former NFI stockholders and affiliates in connection with the Merger. If AMN is not eligible to use Form S-3 at any time after March 1, 2011, certain former NFI stockholders and affiliates who received common stock and Preferred Stock in connection with the Merger are entitled to two demand registrations provided

that any such demand registration must have an anticipated aggregate offering price to the public of at least $20,000,000, or less than $20,000,000 if such demand registration includes the remainder of the securities covered by the Registration Rights Agreement. Beginning on March 1, 2011, certain former NFI stockholders and affiliates who received common stock and Preferred Stock in connection with the Merger are also entitled to unlimited piggyback rights on any registrations by AMN for its own account or the account of another stockholder, subject to certain exceptions. The foregoing registration rights are subject to customary limitations and exceptions, including AMN's right to defer the registration in certain circumstances and certain cutbacks by the underwriters if the offering would have a material adverse effect on the distribution or the sales price of the common stock in the offering.

In connection with the registrations described above, AMN has agreed to indemnify any selling stockholders, and AMN will bear all fees, costs and expenses (except underwriting discounts and selling commissions).

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is filed as Exhibit 4.1 hereto and incorporated herein by reference.

Amendment to Credit Agreement

On September 1, 2010, AMN Healthcare, Inc. (the "Borrower"), AMN, certain subsidiaries of AMN, as guarantors, Bank of America, N.A., as administrative agent, and certain lenders (the "First Lien Lenders") entered into a First Amendment (the "First Amendment") to the Credit Agreement dated December 23, 2009 of the Borrower and AMN (the "First Lien Credit Agreement"). The First Amendment, among other things, (a) extends the maturity date of the revolver portion of the First Lien Credit Agreement from December 23, 2012 to August 31, 2014, (b) extends the maturity date with respect to the Tranche B term loan portion of the First Lien Credit Agreement from December 23, 2013 to June 23, 2015, (c) increases the Tranche B term loan portion of the First Lien Credit Agreement by an additional $77,750,000, resulting in an aggregate principal amount of the Tranche B term loan portion of the First Lien Credit Agreement of $185,000,000, (d) changes the pricing of both the revolver portion and the Tranche B term loan portion of the First Lien Credit Agreement as described below, (e) adjusts the scheduled amortization of the Tranche B term loan portion of the First Lien Credit Agreement as described below, (e) adjusts certain of the financial covenants and adds a Minimum Liquidity and a Consolidated First Lien Leverage Ratio covenant and (f) permits the incurrence of indebtedness under the Second Lien Credit Agreement (as defined below).

On September 1, 2010, the Borrower borrowed $77,750,000 under the First Lien Credit Agreement, which represents the increase in the Tranche B term loan portion of the First Lien Credit Agreement. The proceeds from such increase, along with the proceeds from the Second Lien Credit Facility, were used to repay all outstanding indebtedness of NFI and to pay transaction costs relating to the Merger Agreement.

The revolver portion of the First Lien Credit Agreement, which can be drawn up to an amount of $40,000,000, will carry an unused fee of 0.75% per annum. Borrowings under the revolver portion of the First Lien Credit Agreement will bear interest at floating rates based upon either a LIBOR or a prime interest rate option selected by the Borrower, plus a spread of 5.50% and 4.50%, respectively. As part of the transaction, the Company is not planning to draw upon the revolver portion of the First Lien Credit Agreement. Borrowings under the Tranche B term loan portion of the First Lien Credit Agreement will bear interest at floating rates based upon either a LIBOR (with a LIBOR floor of 1.75%) or a prime interest rate option selected by the Borrower, plus a spread of 5.50% and 4.50%, respectively.

There are no mandatory reductions in the revolving commitment under the revolver portion of the First Lien Credit Agreement. The Tranche B term loan portion of the First Lien Credit Agreement will be subject to quarterly amortization of principal (in equal installments), with an amount equal to 5% of the initial aggregate principal amount of the Tranche B term loan in the first year, 10% of the initial aggregate principal amount of the Tranche B term loan in the second year and 15% of the Tranche B term loan in the third and forth years with any remaining amounts payable quarterly thereafter until the maturity date on June 23, 2015. The Borrower is required to make additional customary mandatory prepayments with the proceeds of certain asset dispositions, extraordinary receipts, debt issuances and equity issuances, as well as a percentage of the annual excess cash flow. Additionally, pursuant to the First Amendment, in connection with any prepayment of the Tranche B term loan with the proceeds of certain indebtedness consummated prior to the first anniversary of the effective date, the Borrower will pay a premium in an amount equal to 1.0% of the aggregate principal amount of the Tranche B term loans prepaid.

The foregoing description of the First Amendment is a summary and does not contain all of the exceptions and qualifications that may apply. The foregoing description of the First Amendment is qualified in its entirety by reference to the actual agreement which will be filed with the SEC with AMN's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010.

Certain of the First Lien Lenders and their affiliates have provided, and may in the future provide, various investment banking, commercial banking and other financial services for us for which services they have received, and may in the future receive, customary fees.

Second Lien Credit Agreement

On September 1, 2010, the Borrower, AMN and certain subsidiaries of AMN entered into a Second Lien Credit Agreement (the "Second Lien Credit Agreement") with certain lenders (the "Second Lien Lenders") and Bank of America, N.A., as administrative agent for the Second Lien Lenders, to provide for a $40,000,000 second lien secured term loan facility (the "Second Lien Credit Facility"). AMN and each domestic subsidiary of AMN (collectively, the "Guarantors") have guaranteed the obligations of the Borrower under the Second Lien Credit Agreement.

On September 1, 2010, the Borrower borrowed the full amount of the term loan under the Second Lien Credit Facility and used the proceeds along with the proceeds from Tranche B term loan to repay all outstanding indebtedness of NFI and to pay transaction costs relating to the Merger Agreement.

Borrowings under the Second Lien Credit Agreement are secured by substantially all of the assets of the Borrower and the Guarantors. The liens securing the Second Lien Credit Agreement are subject to the provisions of an intercreditor agreement, which provides different rights as to lien priority, enforcement, procedural provisions and other similar matters for the benefit of the First Lien Lenders and Second Lien Lenders.

The maturity date of the Second Lien Credit Facility is September 1, 2016. The full principal amount of the Second Lien Credit Facility is payable on the maturity date.

Borrowings under the Second Lien Credit Facility bear interest at floating rates based upon either a LIBOR (with a LIBOR floor of 1.75%) or a prime interest rate option selected by the Borrower, plus a spread of 10.00% and 9.00%, respectively.

The Borrower is required to make customary mandatory prepayments of the Second Lien Credit Facility with the proceeds of certain asset dispositions, extraordinary receipts, debt issuances and equity issuances. The Borrower is also required to make excess cash flow mandatory prepayments of the Second Lien Credit Facility within ninety days after the end of each fiscal year, commencing with the fiscal year ended December 31, 2011, in an amount to be determined based on AMN's Consolidated Leverage Ratio (as defined in the Second Lien Credit Agreement), less any voluntary prepayments of the Second Lien Credit Facility or any loans under the First Lien Credit Agreement made during the fiscal year. All such mandatory prepayments are only required to the extent all obligations under the First Lien Credit Agreement have been paid in full and the commitments to make additional credit extensions thereunder have been terminated.

No voluntary prepayments, or mandatory prepayments with the proceeds of certain debt issuances, of the Second Lien Credit Facility are permitted during the first 18 months following the closing date. Thereafter, prepayments are permitted subject to a premium, which initially is 103% of the principal amount of loans prepaid and decreases over time.

The Second Lien Credit Agreement contains various customary affirmative and negative covenants and also contains financial covenants that require the Borrower to maintain a maximum Consolidated Leverage Ratio and a minimum Consolidated Fixed Charge Coverage Ratio (each as defined in the Second Lien Credit

Agreement). The payment obligations under the Second Lien Credit Agreement may also be accelerated upon the occurrence of customary events of default. During the continuation of an event of default, the Borrower must pay interest at a default rate that is 2% greater than the rate that would otherwise be applicable.

The foregoing description of the Second Lien Credit Agreement is a summary and does not contain all of the exceptions and qualifications that may apply. The foregoing description of the Second Lien Credit Agreement is qualified in its entirety by reference to the actual agreement which will be filed with the SEC with AMN's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010.

Certain of the Second Lien Lenders and their affiliates have provided, and may in the future provide, various investment banking, commercial banking and other financial services for us for which services they have received, and may in the future receive, customary fees.

Item 2.01. Completion of Acquisition or Disposition of Assets.

As noted in Item 1.01 to this Current Report on Form 8-K, on September 1, 2010, AMN completed its acquisition of NFI. As contemplated by the Merger Agreement, Merger Sub merged with and into NFI, with NFI continuing as the surviving corporation and, immediately thereafter, NFI (as the surviving corporation of the Merger) merged with and into LLC Sub, with LLC Sub continuing as the surviving company and as a wholly owned subsidiary of AMN. A copy of the press release issued by AMN describing the completion of the Merger is attached as Exhibit 99.1 and is incorporated herein by reference.

As consideration for the Merger, NFI stockholders received (i) 6,300,000 newly issued shares of AMN common stock and (ii) 5,432,570.9 shares of the newly created Preferred Stock, subject to adjustments for certain post-closing purchase price adjustments and indemnification obligations, the terms of which are described below. Collectively, the shares of common stock and Preferred Stock (assuming conversion thereof into common stock) issued in connection with the Merger represent approximately 26% of the issued and outstanding capital stock of AMN.

At the closing, an amount equal to a determined amount that for calculation purposes is assumed to be $16,000,000 (represented by 1,454,545 shares of Preferred Stock) was deposited in escrow to satisfy any indemnification claims by AMN against NFI with respect to breaches of representations, warranties and covenants by NFI. Any shares of Preferred Stock remaining in escrow (net of any shares of Preferred Stock returned to AMN in satisfaction of any indemnification claims by AMN against NFI) will be released to former NFI stockholders two years after the closing of the Merger. Additionally, an amount that for calculation purposes is assumed to be equal to $3,000,000 (represented by 272,727 shares of Preferred Stock) was also deposited in escrow until settlement of certain post-closing purchase price adjustments and any outstanding appraisal claims by NFI stockholders. Any shares of Preferred Stock

remaining in escrow following the resolution of any and all post-closing purchase price adjustments and outstanding appraisal claims will be released to former NFI stockholders.

Under the Merger Agreement, AMN agreed to pay certain obligations of NFI at the closing of the Merger (including the fees and expenses related to the Merger) in exchange for a corresponding reduction in the merger consideration payable to NFI's stockholders in the Merger. Included in these obligations were a transaction fee equal to $2,500,000 that NFI owed to certain of its stockholders or affiliates of certain stockholders for advisory services rendered to NFI in connection with the Merger, and a fee equal to $916,667 that NFI owed to certain of its stockholders or affiliates of certain stockholders for management services provided to NFI prior to the Merger pursuant to a management services agreement, which was terminated at the closing of the Merger. Both of the fees were payable by NFI in consideration for services rendered to NFI prior to the closing of the Merger. These fees were not for services provided to AMN. Furthermore, there are no continuing obligations owed by Haas Wheat & Partners Incorporated, GSUIG or any other stockholder to NFI or AMN under these services arrangements following the closing of the Merger. As a result, at the closing of the Merger, AMN issued 227,272 shares of Preferred Stock in satisfaction of NFI's obligations to pay the transaction fee that for purposes of the calculation is assumed to equal $2,500,000, and AMN also paid $916,667 in cash in satisfaction of NFI's obligations pursuant to the management services agreement. As part of these payments, GSUIG, which owned approximately 48% of the stock of NFI prior to the Merger, and Haas Wheat & Partners Incorporated, an affiliate of a stockholder that owned approximately 23% of NFI prior to the Merger, each received $305,555.67 and 102,272.4 shares of Preferred Stock.

Preferred Stock

AMN's certificate of incorporation authorizes the issuance of 10,000,000 shares of preferred stock, par value $0.01 per share. On August 31, 2010, in connection with the Merger, AMN filed a Certificate of Designations of Series A Conditional Convertible Preferred Stock (the "Certificate of Designations") with the Secretary of State of the State of Delaware, which set forth the terms, rights, obligations and preferences of the shares of Preferred Stock.

The Preferred Stock is entitled to receive any dividends payable on AMN common stock. In addition, the Preferred Stock accrues dividends at a rate of 11.00% per annum, commencing on September 1, 2010, until AMN's stockholders approve the conversion and voting rights of the Preferred Stock (the "Preferred Stock Proposal"). At the option of AMN, such accrued dividends can be paid in cash or added to the liquidation preference of the Preferred Stock. If AMN stockholder approval is obtained within 180 days following the closing of the Merger, all dividends on the Preferred Stock that previously accrued at the rate of 11.00% per annum will be forgiven.

With respect to dividend rights and distribution rights upon liquidation, winding-up or dissolution of AMN, the Preferred Stock ranks (i) senior to AMN common stock and any other class or series of capital stock of AMN that ranks junior to the Preferred Stock and (ii) pari passu with each other class or series of preferred stock established after the date of issuance of the Preferred Stock, the terms of which do not expressly provide that such class or series will rank senior or junior to the Preferred Stock as to dividend rights and distribution rights upon liquidation, winding-up or dissolution of AMN (in each case, without regard to whether dividends accrue cumulatively or non-cumulatively).

In the event (i) AMN, voluntarily or involuntarily, liquidates, dissolves, or winds up or (ii) an event of change of control occurs with respect to AMN, holders of the Preferred Stock issued in connection with the Merger will be entitled to receive, for each share of Preferred Stock, an amount equal to the greater of (x) $10.00 (as adjusted to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into AMN common stock), reorganization, recapitalization, reclassification or similar change with respect to AMN common stock or Preferred Stock) plus an amount per share equal to accrued but unpaid dividends and (y) the per share amount of all cash or property to be distributed in respect of AMN common stock that such holder would have been entitled to receive had such holder converted such Preferred Stock immediately prior to such liquidation, dissolution, winding-up or change of control.

If, in connection with any distribution described above, the assets of AMN or proceeds thereof are not sufficient to pay the liquidation preferences in full to all holders of Preferred Stock and all holders of parity stock, the amounts paid to the holders of Preferred Stock and to the holders of all such other parity stock will be paid pro rata in accordance with the respective aggregate liquidation preferences of the holders of Preferred Stock and the holders of all such other parity stock.

Prior to the approval of the Preferred Stock Proposal, the Preferred Stock is not entitled to vote except as required by applicable law. At any time after the approval of the Preferred Stock Proposal, the holders of the Preferred Stock are entitled to vote with the holders of AMN common stock on an as-converted basis. Notwithstanding whether or not the Preferred Stock Proposal has been approved, the holders of the Preferred Stock are entitled to receive notice of any stockholders meeting delivered to the holders of AMN common stock in accordance with AMN's by-laws and to otherwise receive all other notices and information made available or delivered by AMN to the holders of AMN common stock.

If the Preferred Stock Proposal has not been approved by the tenth anniversary of the closing of the Merger, the shares of Preferred Stock may be redeemed, in whole or in part, at any time on or after such date, at the option of AMN, at a redemption price per share of Preferred Stock equal to the greater of (x) the sum of (a) $10.00 (as adjusted to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into

AMN common stock), reorganization, recapitalization, reclassification or similar change with respect to AMN common stock or Preferred Stock) plus (b) an amount per share of Preferred Stock equal to the accrued and unpaid dividends, if any, with respect to the shares of Preferred Stock to but excluding the date fixed for such redemption, and (y) the product of (a) the Market Price per share of AMN common stock and (b) the number of shares of AMN common stock that such holder of Preferred Stock would have been entitled to receive had it converted each such share of Preferred Stock (whether or not such holder of Preferred Stock had been eligible to convert its shares of Preferred Stock on such redemption date). The term "Market Price" means the average closing price of AMN common stock for the 10 consecutive trading days immediately preceding, but not including, the date as of which the Market Price is to be determined.

In compliance with the New York Stock Exchange rules and regulations, the Preferred Stock is not convertible prior to the approval of the Preferred Stock Proposal. If the Preferred Stock Proposal is approved, then each share of the Preferred Stock will be convertible into one share of AMN common stock at the option of the holder.

The conversion rate of the shares of Preferred Stock is subject to customary anti-dilution adjustments. Subject to certain exceptions, these anti-dilution adjustments, which are further described in the Certificate of Designations, will apply if: (i) AMN issues capital stock as a dividend or makes a distribution (other than ordinary course of dividend on shares of common stock) on the outstanding shares of common stock or if AMN effects a share split or share combination in respect of shares of common stock; (ii) AMN distributes cash, evidence of indebtedness of AMN or another issuer, securities of AMN or another issuer, other assets or rights or warrants to subscribe for or purchase securities of AMN (excluding those in respect of which as adjustment is made pursuant to (i) above) to all holders of common stock; or (iii) AMN takes any action affecting the common stock similar to or having an effect similar to the actions described in (i) or (ii) above and the board of directors of AMN determines in good faith that it would be equitable in the circumstances to adjust the conversion rate. However, no adjustments will be made unless such adjustment would require an increase or decrease of at least 1.00% of the conversion rate then in effect.

Furthermore, if stockholder approval is obtained, each share of Preferred Stock will automatically convert into shares of AMN common stock if the trading price of AMN common stock is greater than or equal to $10.00 (as adjusted to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into AMN common stock), reorganization, recapitalization, reclassification or similar change with respect to AMN common stock or Preferred Stock) per share for 30 consecutive trading days following the stockholder approval. In such case, each share of Preferred Stock will be converted into the number of shares of common stock equal to the quotient of (x) the sum of (A) $10.00 (as adjusted to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into AMN common stock), reorganization, recapitalization, reclassification or similar change with respect to AMN common stock or Preferred Stock) plus (B) except to the extent

paid in cash at the time of the conversion, an amount per share of Preferred Stock equal to the accrued but unpaid dividends, if any, to which such holder of shares of Preferred Stock is entitled to receive through, but excluding, the conversion date, divided by (y) 10 (as adjusted to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into AMN common stock), reorganization, recapitalization, reclassification or similar change with respect to AMN common stock or Preferred Stock).

The foregoing description of the Preferred Stock set forth in the Certificate of Designations does not purport to be complete and is qualified in its entirety by reference to the Certificate of Designations, which is filed as Exhibit 3.1 hereto and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated into this Item 3.02 by reference.

In connection with the Merger, AMN issued employment inducement awards in the form of grants of 88,553 restricted stock units ("RSUs") in the aggregate and 152,311 stock appreciation rights ("SARs") in the aggregate to eleven key employees of Medfinders. The RSUs are subject to a three year cliff vesting, except that they may vest on an accelerated basis if AMN achieves certain operating plan targets. The SARs vest ratably over three years.

The issuance and sale of the securities described above and in Item 2.01 of this Current Report on Form 8-K were made in reliance on exemptions from the registration requirements of the Securities Act pursuant to Section 4(2) thereof. AMN has not and will not engage in a general solicitation or general advertising with regard to the issuance and sale of such securities and has not and will not offer securities to the public in connection with the issuance and sale of such securities.

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

In connection with the Merger described above and as contemplated by that certain stockholders agreement entered into on July 28, 2010 in connection with the execution of the Merger Agreement and previously filed with the SEC, on September 1, 2010, the board of directors of AMN appointed each of Messrs. Wyche H. Walton and Martin Chavez to serve as directors of AMN.

As new, non-employee directors, Messrs. Walton and Chavez each received 6,275 restricted stock units and 5,397 stock appreciation rights, to purchase shares of AMN common stock at an exercise price of $4.55, the fair market value, based on the average price on August 31, 2010, and will receive a pro-rated annual retainer of $29,167.

At this time, the directors have not been appointed to serve on any committees.

Pursuant to the stockholders agreement, certain former NFI stockholders who received common stock and Preferred Stock in connection with the Merger had the right to nominate, at the effective time of the Merger, two directors to AMN's board of directors to serve until the first annual or special meeting of stockholders of AMN at which directors are to be elected. Mr. Walton and Mr. Chavez were appointed as the initial directors. However, (i) if HWP Capital Partners II, L.P. (one of such former NFI stockholders) holds less than 5% (on an as-converted basis) of AMN's issued and outstanding capital stock at any time prior to such special or annual meeting of stockholders, then AMN has the right to remove Mr. Walton from the board of directors and (ii) if GSUIG (one of such former NFI stockholders) holds less than 10% (on an as-converted basis) of AMN's issued and outstanding capital stock at any time prior to such special or annual meeting of stockholders, then AMN has the right to remove Mr. Chavez from the board of directors. Furthermore, for as long as GSUIG holds 10% or more of AMN's issued and outstanding capital stock (on an as-converted basis), GSUIG has the right to nominate one director to AMN's board of directors.

Mr. Chavez is a managing director of Goldman, Sachs & Co., an affiliate of GSUIG. Mr. Walton is a managing director of HWP Capital Partners II, L.P. in which he has an equity interest, and a managing director of Haas Wheat & Partners Incorporated, which is an affiliate of HWP Capital Partners II, L.P. HWP Capital Partners II, L.P. was a significant stockholder of NFI, and Haas Wheat & Partners, Inc. received a management and transaction fee from NFI under the Merger Agreement. For a description of the merger transaction and certain related transactions, see Item 2.01 of this Current Report on Form 8-K.

Item 5.03. Amendment to Articles of Incorporation or Bylaws; Change in Fiscal Year.

As more fully described in Item 2.01 of this Current Report on Form 8-K, on August 31, 2010, AMN filed with the Secretary of State of the State of Delaware a Certificate of Designations Series A Conditional Convertible Preferred Stock, designating six million shares of previously authorized preferred stock as Series A Conditional Convertible Preferred Stock. The terms of the Preferred Stock are described in Item 2.01 of this

Current Report on Form 8-K and such information is incorporated herein by reference. This description does not purport to be complete and is qualified in its entirety by reference to the Certificate of Designations of the Preferred Stock, which is filed as Exhibit 3.1 hereto and incorporated herein by reference.

Important Information

AMN intends to file a proxy statement and other relevant materials with the SEC to obtain stockholder approval of (i) the convertibility of the preferred stock issued to former Medfinders' shareholders in the acquisition into shares of AMN common stock and (ii) the voting rights of such preferred stock (the "Stockholder Approval"). **INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT AND OTHER RELEVANT MATERIALS FILED WITH THE SEC CAREFULLY IN THEIR ENTIRETY AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE STOCKHOLDER APPROVAL.** The proxy statement, any amendments or supplements to the proxy statement and other relevant documents filed by AMN with the SEC will be available free of charge through the web site maintained by the SEC at www.sec.gov or by calling the SEC at telephone number 1-800-SEC-0330. Free copies of these documents may also be obtained from AMN's website at www.amnhealthcare.com or by writing to: AMN Healthcare Services, Inc., 12400 High Bluff Drive, Suite 100, San Diego, California 92130, Attention: Investor Relations.

AMN and its directors and executive officers are deemed to be participants in the solicitation of proxies from the stockholders of AMN in connection with the Stockholder Approval. Information regarding AMN's directors and executive officers is included in AMN's definitive proxy statement for its 2010 annual meeting of stockholders held on April 14, 2010, which was filed with the SEC on March 12, 2010. Other information regarding the participants in such proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be included in the proxy statement to be filed in connection with the Stockholder Approval.

Cautionary Statement

The issuance of the securities in the transactions described in this Form 8-K have not been registered under the Securities Act, or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws. This Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the securities, nor shall there be any sale of the securities in any jurisdiction or state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction or state.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of business acquired.

As permitted by Item 9.01(a)(4) of Form 8-K, AMN will file the financial statements required by Item 9.01(a)(1) of Form 8-K pursuant to an amendment to this Current Report on Form 8-K not later than seventy-one (71) calendar days after the date this initial Current Report on Form 8-K reporting the acquisition of NFI was required to be filed.

(b) Pro forma financial information.

As permitted by Item 9.01(b)(2) of Form 8-K, AMN will file the pro forma financial information required by Item 9.01(b)(1) of Form 8-K pursuant to an amendment to this Current Report on Form 8-K not later than seventy-one (71) calendar days after the date this initial Current Report on Form 8-K reporting the acquisition of NFI was required to be filed.

(d) Exhibits.

Exhibit 2.1:	Agreement and Plan of Merger by and among AMN Healthcare Services, Inc., Nightingale Acquisition, Inc., Nightingale Acquisition, LLC, NF Investors, Inc. and GSUIG, L.L.C. (in its capacity as the Representative), dated as of July 28, 2010 (incorporated by reference to Exhibit 2.1 filed with AMN's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010).
Exhibit 2.2:	Amendment No. 1 to Agreement and Plan of Merger, dated August 29, 2010, by and among AMN Healthcare Services, Inc., Nightingale Acquisition, Inc., Nightingale Acquisition, LLC, NF Investors, Inc. and GSUIG, L.L.C. (in its capacity as the Representative).
Exhibit 3.1:	Certificate of Designations of Series A Conditional Convertible Preferred Stock.
Exhibit 4.1:	Registration Rights Agreement, dated September 1, 2010, by and among AMN Healthcare Services, Inc. and the stockholders named therein.
Exhibit 10.1:	Stockholders Agreement between AMN Healthcare Services, Inc. and the Persons Listed on Schedule 1 thereto, dated July 28, 2010 (incorporated by reference to Exhibit 10.1 filed with AMN's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010).
Exhibit 99.1:	Press release, dated September 1, 2010.

SIGNATURES

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

AMN HEALTHCARE SERVICES, INC.

Date: September 1, 2010

By: /s/ SUSAN R. SALKA

Susan R. Salka
President and Chief Executive Officer

INDEX TO EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
Exhibit 2.1:	Agreement and Plan of Merger by and among AMN Healthcare Services, Inc., Nightingale Acquisition, Inc., Nightingale Acquisition, LLC, NF Investors, Inc. and GSUIG, L.L.C. (in its capacity as the Representative), dated as of July 28, 2010 (incorporated by reference to Exhibit 2.1 filed with AMN's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010).
Exhibit 2.2:	Amendment No. 1 to Agreement and Plan of Merger, dated August 29, 2010, by and among AMN Healthcare Services, Inc., Nightingale Acquisition, Inc., Nightingale Acquisition, LLC, NF Investors, Inc. and GSUIG, L.L.C. (in its capacity as the Representative).
Exhibit 3.1:	Certificate of Designations of Series A Conditional Convertible Preferred Stock.
Exhibit 4.1:	Registration Rights Agreement, dated September 1, 2010, by and among AMN Healthcare Services, Inc. and the stockholders named therein.
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Exhibit 99.1:	Press release, dated September 1, 2010.

Exhibit 2.2

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 1 to AGREEMENT AND PLAN OF MERGER (this "Amendment") is made as of August 29, 2010 by and among AMN Healthcare Services, Inc., a Delaware corporation (the "Buyer"), Nightingale Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer ("Merger Sub"), Nightingale Acquisition, LLC, a Delaware limited liability company, the sole member of which is the Buyer ("LLC Sub"), NF Investors, Inc., a Delaware corporation (the "Company"), and GSUIG, L.L.C., a Delaware limited liability company, in its capacity as the Representative (the "Representative") and amends that certain Agreement and Plan of Merger dated as of July 28, 2010 by and among the Buyer, Merger Sub, LLC Sub, the Company and the Representative (the "Agreement"). Capitalized terms not otherwise defined herein have the meanings assigned thereto in the Agreement.

WHEREAS, the Parties desire to amend Section 11.2 of the Agreement; and

WHEREAS, Section 12.2 of the Agreement provides that the Agreement may not be amended except by an instrument in writing signed on behalf of the Buyer, Merger Sub, the Company and the Representative;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendments. Section 11.2 of the Agreement is hereby amended as follows:

(a) The following paragraph is hereby added as Section 11.2(d) thereto:

"(d) any Action brought or threatened by any Stockholder of the Company based upon, relating to, arising out of or resulting from the Company's having entered into and taken the actions contemplated by that certain Settlement Agreement dated as of August 29, 2010 by and among American Securities Opportunities Fund, L.P., a Delaware limited partnership, American Securities Opportunities Fund (B), L.P., a Delaware limited partnership and the Company."

(b) The word "and" at the end of section 11.2(b) is hereby deleted.

(c) The period at the end of Section 11.2(c) is hereby deleted and replaced with ", and".

2. Reaffirmation. In all respects not inconsistent with the terms and provisions of this Amendment, the Agreement shall continue to be in full force and effect in accordance with the terms and conditions thereof, and is hereby ratified, adopted, approved and confirmed by the parties hereto. From and after the date hereof, each reference to the Agreement in any other instrument or document shall be deemed a reference to the Agreement as amended hereby, unless the context otherwise requires.

3. Governing Law. This Amendment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Amendment, or the negotiation, execution or performance of this Amendment shall be governed by the internal laws of the State of Delaware.

4. Counterparts. This Amendment may be signed in any number of counterparts (and by facsimile or portable document format (pdf) transmission) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Amendment. This Amendment shall become effective when, and only when, each party hereto shall have received a counterpart hereof signed by all of the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

AMN HEALTHCARE SERVICES, INC.

By: /s/ Susan R. Salka
Name: Susan R. Salka (fka Nowakowski)
Title: President and CEO

NIGHTINGALE ACQUISITION, INC.

By: /s/ Denise L. Jackson
Name: Denise L. Jackson
Title: Senior Vice President and Secretary

NIGHTINGALE ACQUISITION, LLC

By: /s/ Denise L. Jackson
Name: Denise L. Jackson
Title: Senior Vice President and Secretary

NF INVESTORS, INC.

By: /s/ Pat McColpin
Name: Pat McColpin
Title: Treasurer and CFO

GSUIG, L.L.C.

By: /s/ Martin Chavez
Name: Martin Chavez
Title: Attorney-in-fact

Exhibit 3.1

CERTIFICATE OF DESIGNATIONS OF SERIES A CONDITIONAL CONVERTIBLE PREFERRED STOCK, PAR VALUE $0.01 PER SHARE, OF AMN HEALTHCARE SERVICES, INC.

Pursuant to Sections 151 and 103 of the General Corporation Law of the State of Delaware

AMN HEALTHCARE SERVICES, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company"), certifies that pursuant to the authority contained in its Amended and Restated Certificate of Incorporation, as amended from time to time (the "Certificate of Incorporation"), and in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Company has duly approved and adopted the following resolution on August 31, 2010, and the resolution was adopted by all necessary action on the part of the Company:

RESOLVED, that pursuant to the authority vested in the Board of Directors under Article Fourth of the Certificate of Incorporation and Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors does hereby designate, create, authorize and provide for the issue of a series of six million (6,000,000) shares of Preferred Stock, par value $0.01 per share, of the Company, having the voting powers and such designations, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions that are set forth in this resolution of the Board of Directors pursuant to the authority expressly vested in it by the provisions of the Certificate of Incorporation as follows:

Section 1. Designation. The designation of the series of preferred stock of the Company is "Series A Conditional Convertible Preferred Stock", par value $0.01 per share (the "Series A Preferred Stock"). Each share of Series A Preferred Stock shall be identical in all respects to every other share of Series A Preferred Stock.

Section 2. Number of Shares. The authorized number of shares of Series A Preferred Stock is six million (6,000,000). Shares of Series A Preferred Stock that are purchased or otherwise acquired by the Company, shall revert to authorized but unissued shares of Preferred Stock.

Section 3. Defined Terms and Rules of Construction.

(a) Definitions. As used herein with respect to the Series A Preferred Stock:

"Affiliate" shall mean, with respect to any specified Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such specified Person. For the purposes of this definition, the term "control," when used with respect to any specified Person, means the power to direct or cause the direction of the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have correlative meanings.

"Beneficially Own" shall mean "beneficially own" as defined in Rule 13d-3 under the Exchange Act.

"Board of Directors" shall mean the board of directors of the Company.

"Business Day" shall mean any day other than a Saturday, a Sunday or other day on which commercial banks in New York, New York are authorized or required by law, regulation or executive order to close.

"Bylaws" shall mean the Sixth Amended and Restated Bylaws of the Company in effect on the date hereof, as they may be amended from time to time.

"Capital Stock" shall mean: (a) any shares, interests, participations or other equivalents (however designated) of capital stock of a corporation; (b) any ownership interests in a Person other than a corporation, including membership interests, partnership interests, joint venture interests and beneficial interests; and (c) any warrants, options, convertible or exchangeable securities, subscriptions, rights (including any preemptive or similar rights), calls or other rights to purchase or acquire any of the foregoing.

"Certificate of Incorporation" shall mean the Amended and Restated Certificate of Incorporation of the Company, as amended from time to time, including by this Certificate of Designations.

"Certificate of Designations" shall mean this Certificate of Designations relating to the Series A Preferred Stock, as it may be amended from time to time.

"Change of Control" shall mean the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance, lease or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole, to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than a pledge or grant of a security interest to a bona fide lender; (2) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than any or all of the Permitted Holders, shall Beneficially Own, directly or indirectly, through a purchase, merger or other acquisition transaction or series of transactions, shares of the Company's Capital Stock entitling such Person to exercise a majority of the total voting power of all classes of Voting Stock of the Company; (3) the Company merges or consolidates with or into any other "person" (as that term is used in Section 13(d)(3) of the Exchange Act) or another "person" (as that term is used in Section 13(d)(3) of the Exchange Act) merges with or into the Company or (4) the Company engages in any recapitalization, reclassification or other transaction in which a majority of the Common Stock is exchanged for or converted into cash, securities or other property, in each case, other than a merger, consolidation, recapitalization, reclassification or other transaction (A) that does not result in a reclassification, conversion, exchange or cancellation of the Company's outstanding Common Stock; (B) which is effected solely to change the Company's jurisdiction of incorporation and results in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of common stock of the surviving entity; or (C) where the Voting Stock of the Company outstanding immediately prior to such transaction is converted or exchanged for Voting Stock of the surviving or transferee Person constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (immediately after giving effect to such issuance).

For purposes of this definition, (i) any direct or indirect holding company of the Company shall not itself be considered a "person" or "group" for purposes of clauses (2) and (3) above, provided that no "person" or "group" (other than another such holding company or any or all of the Permitted Holders) Beneficially Owns, directly or indirectly, a majority of the voting power of the Voting Stock of such holding company, and a majority of the Voting Stock of such holding company immediately following it becoming the holding company of the Company is Beneficially Owned by the Persons who Beneficially Owned the voting power of the Voting Stock of the Company immediately prior to it becoming such holding company and (ii) a Person shall not be deemed to have beneficial ownership of securities subject to a stock purchase agreement, merger agreement or similar agreement until the consummation of the transactions contemplated by such agreement.

"Close of Business" shall mean 5:00 p.m., eastern time, on any Business Day.

"Closing Price" shall mean, with respect to a share of Capital Stock of a Person, the price per share of the final trade of the Capital Stock on the applicable Trading Day on the principal national securities exchange on which the Capital Stock is listed or admitted to trading; provided, however, that, if the Capital Stock is not so listed or traded, the Closing Price shall be equal to the fair market value of such share, as determined in good faith by the Board of Directors.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commission" shall mean the U.S. Securities and Exchange Commission, including the staff thereof.

"Common Stock" shall mean the common stock, par value $0.01 per share, of the Company.

"Company" shall mean AMN Healthcare Services, Inc., a corporation organized and existing under the laws of the State of Delaware, and any successor thereof.

"Conversion Rate" shall mean ten (10), subject to adjustment as set forth in Section 7.

"Dividend Rate" shall mean eleven percent (11.00%).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Governmental Authority" means: (a) any federal, state, local, foreign or international government or governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body (public or private); (b) any self-regulatory organization; or (c) any political subdivision of any of the foregoing.

"Junior Stock" shall mean the Common Stock and any other class or series of Capital Stock that ranks junior to the Series A Preferred Stock (i) as to the payment of dividends or (ii) as to the distribution of assets on any liquidation, dissolution or winding up of the Company, or both.

"Liquidation Preference" shall mean ten dollars ($10.00) per share of Series A Preferred Stock, which Liquidation Preference shall be adjusted from time to time to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Series A Preferred Stock), reorganization, recapitalization, reclassification or similar change with respect to shares of Series A Preferred Stock having a Record Date on or after the Original Issue Date.

"Mandatory Conversion Date" shall mean the earlier to occur of (i) if at any time after the receipt by the Company of the Stockholder Approval the Closing Price of the Common Stock is equal to or greater than $10.00 per share (adjusted from time to time to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Common Stock), reorganization, recapitalization, reclassification or similar change with respect to shares of Common Stock having a Record Date on or after the Original Issue Date) for a period of thirty (30) consecutive Trading Days, such thirtieth (30th) consecutive Trading Day and (ii) if the Stockholder Approval has been obtained, the tenth anniversary of the Original Issue Date.

"Original Issue Date" shall mean September 1, 2010.

"Parity Stock" shall mean any class or series of Capital Stock that ranks equally with the Series A Preferred Stock both (i) in the priority of payment of dividends and (ii) in the distribution of assets upon any liquidation, dissolution or winding up of the Company (in each case, without regard to whether dividends accrue cumulatively or non-cumulatively).

"Permitted Holder" shall mean, collectively, any of GSUIG, LLC, HWP Capital Partners II, L.P., Pharos Capital Partners II, L.P., Pharos Capital Partners II-A, L.P., Dallas Police and Fire Pension System and Nightingale Partners, L.P. and any of their respective Affiliates (including commonly controlled or commonly managed investment funds).

"Person" means any natural person, business, corporation, company, partnership, association, limited liability company, limited partnership, limited liability partnership, joint venture, business enterprise, trust or other legal entity, including any Governmental Authority.

"Preferred Stock" shall mean any and all series of preferred stock of the Company, including the Series A Preferred Stock.

"Record Date" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock (or holder of shares of Series A Preferred Stock, in accordance with Section 4(b)) have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract, this Certificate of Designations or otherwise).

"Series A Preferred Stock" shall have the meaning ascribed to it in Section 1.

"Stockholder Approval" shall mean all approvals of the stockholders of the Company necessary to approve, for purposes of Section 312.03 of the NYSE Listed Company Manual (i) the conversion of the Series A Preferred Stock into shares of Common Stock and (ii) the voting rights of the Series A Preferred Stock.

"Subsidiary" shall mean any company, partnership, limited liability company, joint venture, joint stock company, trust, unincorporated organization or other entity for which the Company owns at least 50% of the Voting Stock of such entity.

"Trading Day" shall mean any Business Day on which the Common Stock is traded, or able to be traded, on the principal national securities exchange on which the Common Stock is listed or admitted to trading.

"Voting Stock" shall mean Capital Stock of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances (determined without regard to any classification of directors) to elect one or more members of the Board of Directors (without regard to whether or not, at the relevant time, Capital Stock of any other class or classes (other than Common Stock) shall have or might have voting power by reason of the happening of any contingency).

(b) Rules of Construction. Unless the context otherwise requires: (i) a term has the meaning assigned to it herein; (ii) an accounting term not otherwise defined herein has the meaning accorded to it in accordance with generally accepted accounting principals in effect from time to time in the United States, applied on a consistent basis; (iii) words in the singular include the plural, and in the plural include the singular; (iv) "or" is not exclusive; (v) "will" shall be interpreted to express a command; (vi) "including" means including without limitation; (vii) provisions apply to successive events and transactions; (viii) references to any Section or clause refer to the corresponding Section or clause, respectively, of this Certificate of Designations; (ix) any reference to a day or number of days, unless expressly referred to as a Business Day or Trading Day, shall mean the respective calendar day or number of calendar days; (x) references to sections of or rules under the Exchange Act shall be deemed to include substitute, replacement or successor sections or rules, and any term defined by reference to a section of or rule under the Exchange Act shall include Commission and judicial interpretations of such section or rule; (xi) references to sections of the Code shall be deemed to include any substitute, replacement or successor sections as well as the Treasury Regulations promulgated thereunder from time to time; and (xii) headings are for convenience only.

Section 4. Dividends.

(a) In the event that the Company shall declare a dividend or make any other distribution (including in cash, in Capital Stock (including any options, warrants or other rights to acquire Capital Stock) of the Company, whether or not pursuant to a shareholder rights plan, "poison pill" or similar arrangement, or

other property or assets) to holders of Common Stock, then the Board of Directors shall declare, and the holder of each share of Series A Preferred Stock shall be entitled to receive, a dividend or distribution, as applicable, in an amount equal to the amount of such dividend or distribution, as applicable, received by a holder of the number of shares of Common Stock for which such share of Series A Preferred Stock is convertible on the Record Date for such dividend or distribution (whether or not such holder of shares of Series A Preferred Stock had been eligible to convert its shares of Series A Preferred Stock on such date). Any such amount shall be paid to the holders of shares of Series A Preferred Stock at the same time such dividend or distribution, as applicable, is paid to holders of Common Stock.

(b) Commencing on the Original Issue Date and lasting until and including the date on which Stockholder Approval is obtained, in addition to participation in dividends on Common Stock as set forth in Section 4(a), holders of shares of Series A Preferred Stock shall be entitled to receive, on each share of Series A Preferred Stock, dividends payable at an annual rate equal to the Dividend Rate on the sum of (x) the Liquidation Preference *plus* (y) on each anniversary following the Original Issue Date, an amount equal to any dividends on such share of Series A Preferred Stock which have accrued on any such anniversary pursuant to this Section 4(b) that have not been paid on or prior to such date. Dividends payable pursuant to this Section 4(b) with respect to any share of Series A Preferred Stock shall accrue daily from and after the Original Issue Date, whether or not the Company has funds legally available for such dividends or such dividends are declared and shall be calculated on the basis of a 360-day year. On the date, if any, that is immediately following the date on which Stockholder Approval is obtained, shares of Series A Preferred Stock shall no longer be entitled to receive dividends pursuant to this Section 4(b), other than any such dividends pursuant to this Section 4(b) which have accrued from the Original Issue Date through and including the date on which the Stockholder Approval is obtained and have not previously been paid; provided, if the Company shall obtain Shareholder Approval within the one hundred eighty (180) day period following the Original Issue Date, then the holders of shares of Series A Preferred Stock shall not be entitled to receive any dividend described in this Section 4(b). Dividends that are payable on shares of Series A Preferred Stock pursuant to this Section 4(b) shall be payable in cash except that, at the option of the Board of Directors, such dividends may be paid in kind with additional shares of Series A Preferred Stock. Dividends that are payable on shares of Series A Preferred Stock shall be payable to holders of record of the shares of Series A Preferred Stock as they appear on the stock register of the Company on the Record Date for such dividend, which shall be no more than 60 days or less than 15 days prior to the date fixed for payment thereof.

(c) The holders of shares of Series A Preferred Stock shall not be entitled to receive any dividends or other distributions except as provided herein.

Section 5. Liquidation Rights.

(a) Voluntary or Involuntary Liquidation. In the event of (i) any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, or (ii) any Change of Control, holders of the Series A Preferred Stock shall be entitled to receive for each share of Series A Preferred Stock, out of the assets of the Company or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Company, and after satisfaction of all liabilities and obligations to creditors of the Company, on par with each share of Parity Stock but before any distribution of such assets or proceeds is made to or set aside for the holders of Junior Stock, an amount equal to the greater of (x) the sum of (a) the Liquidation Preference per share of Series A Preferred Stock *plus* (b) an amount per share of Series A Preferred Stock equal to the declared but unpaid dividends to which such holder of shares of Series A Preferred Stock is entitled to receive pursuant to Section 4(a), if any, *plus* (c) an amount per share of Series A Preferred Stock equal to the accrued but unpaid dividends to which such holder of shares of Series A Preferred Stock is entitled to receive pursuant to Section 4(b) to but excluding the date fixed for such liquidation, dissolution, winding up or Change of Control, if any, and (y) the per share amount of all cash, securities and other property (such securities or other property having a value equal to its fair market value as reasonably determined by the Board of Directors) to be distributed in respect of the Common Stock that such holder of Series A Preferred Stock would have been entitled to receive had it converted such Series A

Preferred Stock immediately prior to the date fixed for such liquidation, dissolution or winding up of the Company or Change of Control, as applicable (whether or not such holder of shares of Series A Preferred Stock had been eligible to convert its shares of Series A Preferred Stock on such date). To the extent such amount is paid in full to all holders of Series A Preferred Stock and all the holders of Parity Stock, the holders of Junior Stock of the Company shall be entitled to receive all remaining assets of the Company (or proceeds thereof) according to their respective rights and preferences.

(b) Partial Payment. If, in connection with any distribution described in Section 5(a) above, the assets of the Company or proceeds thereof are not sufficient to pay the Liquidation Preferences in full to all holders of Series A Preferred Stock and all holders of Parity Stock, the amounts paid to the holders of Series A Preferred Stock and to the holders of all such other Parity Stock shall be paid *pro rata* in accordance with the respective aggregate Liquidation Preferences of the holders of Series A Preferred Stock and the holders of all such other Parity Stock.

Section 6. Conversion.

(a) Conversion at Option of Holders. At any time after the receipt of the Stockholder Approval, each share of Series A Preferred Stock may be converted on any date, from time to time, at the option of the holder thereof, into the number of shares of Common Stock equal to the number obtained by dividing (x) the sum of (A) the Liquidation Preference *plus* (B) except to the extent paid in cash as contemplated by Section 6(c) at the time of the conversion, an amount per share of Series A Preferred Stock equal to the accrued but unpaid dividends to which such holder of shares of Series A Preferred Stock is entitled to receive pursuant to Section 4(b) through, but excluding, the conversion date, if any, by (y) the Conversion Rate in effect at such time. The right of conversion attaching to any shares of Series A Preferred Stock may be exercised by the holders thereof by delivering the shares to be converted to the office of the Company, accompanied by a duly signed and completed notice of conversion in form reasonably satisfactory to the Company. The conversion date shall be the date on which the shares of Series A Preferred Stock and the duly signed and completed notice of conversion are received by the Company. The Person entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Common Stock as of such conversion date, and such Person or Persons shall cease to be a record holder of the Series A Preferred Stock on that date. As promptly as practicable on or after the conversion date (and in any event no later than five Trading Days thereafter), the Company shall issue the number of whole shares of Common Stock issuable upon conversion. Any shares of Common Stock issuable upon conversion of shares of Series A Preferred Stock shall be delivered by the Company to the appropriate holder on a book-entry basis.

(b) Mandatory Conversion. Each share of Series A Preferred Stock shall be automatically converted, immediately at the Close of Business on the Mandatory Conversion Date, with no further action required to be taken by the Company or the holder thereof, into the number of shares of Common Stock equal to the number obtained by dividing (x) the sum of (A) the Liquidation Preference *plus* (B) except to the extent paid in cash as contemplated by Section 6(c) at the time of the conversion, an amount per share of Series A Preferred Stock equal to the accrued but unpaid dividends to which such holder of shares of Series A Preferred Stock is entitled to receive pursuant to Section 4(b) through, but excluding, the conversion date, if any, by (y) the Conversion Rate in effect at such time. Immediately upon conversion as provided herein (i) each holder of Series A Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon conversion of such holder's shares of Series A Preferred Stock, notwithstanding that the share register of the Company shall then be closed or that book-entry evidence shall not then actually be delivered to such Person and (ii) each converted shares of Series A Preferred Stock as provided herein shall be retired and cancelled automatically with no further action required to be taken by the Company or the holder thereof. As promptly as practicable on or after the Mandatory Conversion Date (and in any event no later than five Trading Days thereafter), the Company shall provide notice to the holders of the Series A Preferred Stock of the occurrence of the Mandatory Conversion Date, which notice shall set forth procedures for the surrender of the shares of Series A Preferred Stock which have been converted to the

office of the Company. The Company shall promptly issue the number of whole shares of Common Stock issuable upon conversion against the surrender of the shares of Series A Preferred Stock. Any shares of Common Stock issuable upon conversion of shares of Series A Preferred Stock shall be delivered by the Company to the appropriate holder on a book-entry basis.

(c) Option to Pay Accrued Dividends in Cash. When shares of Series A Preferred Stock are converted pursuant to this Section 6, all dividends accrued but not yet paid on the Series A Preferred Stock so converted from and including the Original Issue Date to and including the date of conversion may, at the election of the Company, be paid, in whole or in part, in cash; it being understood that the amount of any accrued dividend so paid in cash shall reduce the amount added to the Liquidation Preference pursuant to clause (B) of Section 6(a) and clause B of Section 6(b).

(d) Common Stock Reserved for Issuance. The Company shall at all times reserve and keep available out of its authorized and unissued Common Stock, solely for issuance upon the conversion of the Series A Preferred Stock, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series A Preferred Stock then outstanding. Any shares of Common Stock issued upon conversion of Series A Preferred Stock shall be (i) duly authorized, validly issued and fully paid and nonassessable and (ii) shall rank *pari passu* with the other shares of Common Stock outstanding from time to time.

(e) Taxes. The Company shall pay any and all transfer taxes that may be payable in respect of the issue or delivery of shares of Common Stock on conversion of Series A Preferred Stock. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the Series A Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the Person requesting such issue has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

(f) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred Stock but, in lieu of any fraction of a share of Common Stock which would otherwise be issuable in respect of the aggregate number of shares of Series A Preferred Stock so converted at one time by the same holder, the Company shall pay in cash an amount equal to the product of (i) the Closing Price of a share of Common Stock on the last Trading Day before (x) the Mandatory Conversion Date in the case of a mandatory conversion pursuant to Section 6(b) or (y) the date of delivery of a notice of conversion to the Company pursuant to Section 6(a) and (ii) such fraction of a share of Common Stock otherwise issuable upon conversion of the shares of Series A Preferred Stock.

Section 7. Conversion Rate Adjustments. The Conversion Rate shall be adjusted from time to time (successively and for each event described) by the Company as follows:

(a) In the event that the Company shall at any time or from time to time after the Original Issue Date (i) pay a dividend or make a distribution (other than a dividend or distribution paid or made to holders of shares of Series A Preferred Stock in the manner provided in Section 4(a)) on the outstanding shares of Common Stock in capital stock (which, for purposes of this Section 7 shall include, without limitation, any options, warrants or other rights to acquire Capital Stock) of the Company, (ii) subdivide the outstanding shares of Common Stock into a larger number of shares, (iii) combine the outstanding shares of Common Stock into a smaller number of shares, (iv) issue any shares of its capital stock in a reclassification of the Common Stock or (v) pay a dividend or make a distribution (other than a dividend or distribution paid or made to holders of shares of Series A Preferred Stock in the manner provided in Section 4(a)) on the outstanding shares of Common Stock in securities of the Company pursuant to a shareholder rights plan, “poison pill” or similar arrangement, then, and in each such case, the Conversion Rate in effect immediately prior to such event shall be increased or decreased, as applicable, (and any other appropriate actions shall be taken by the Company) so that the holder of any share of Series A Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock or other securities of the Company that such holder would have owned or would have been entitled to receive upon or by reason of

any of the events described above, had such share of Series A Preferred Stock been converted immediately prior to the occurrence of such event (whether or not such holder of shares of Series A Preferred Stock had been eligible to convert its shares of Series A Preferred Stock on such date). An adjustment made pursuant to this Section 7(a) shall become effective retroactively (i) in the case of any such dividend or distribution, to a date immediately following the Close of Business on the Record Date for the determination of holders of Common Stock entitled to receive such dividend or distribution or (ii) in the case of any such subdivision, combination or reclassification, to the Close of Business on the day upon which such corporate action becomes effective.

(b) In the event that the Company shall, at any time or from time to time after the Original Issue Date distribute to all holders of shares of its Common Stock (including any such distribution made in connection with a consolidation or merger in which the Company is the resulting or surviving corporation and the Common Stock is not changed or exchanged) cash, evidences of indebtedness of the Company or another issuer, securities of the Company or another issuer or other assets (excluding (i) dividends or distributions paid or made to holders of shares of Series A Preferred Stock in the manner provided in Section 4(a), and (ii) dividends payable in shares of Common Stock (or any options, warrants or other rights to acquire Common Stock) for which adjustment is made under Section 7(a)) or rights or warrants to subscribe for or purchase securities of the Company (excluding those in respect of which an adjustment in the Conversion Rate is made pursuant to Section 7(a)), then, and in each such case, the Conversion Rate then in effect shall be adjusted by multiplying the Conversion Rate in effect immediately prior to the date of such distribution by a fraction (x) the numerator of which shall be the Closing Price of the Common Stock on the Record Date referred to below less the then fair market value of the portion of the cash, evidences of indebtedness, securities or other assets so distributed or of such subscription rights or warrants applicable to one share of Common Stock (but such numerator not to be less than zero) and (y) the denominator of which shall be the Closing Price of the Common Stock on such Record Date. Such adjustment shall be made whenever any such distribution is made and shall become effective retroactively to a date immediately following the Close of Business on the Record Date for the determination of stockholders entitled to receive such distribution.

(c) In the event that the Company, at any time or from time to time after the Original Issue Date, shall take any action affecting its Common Stock similar to or having an effect similar to any of the actions described in Section 7(a) or Section 7(b) (but not including any action described in any such Section and without any duplication of any adjustments made pursuant to such Sections) and the Board of Directors in good faith determines that it would be equitable in the circumstances to adjust the Conversion Rate as a result of such action, then, and in each such case, the Conversion Rate shall be increased or decreased, as applicable, in such manner and at such time as the Board of Directors in good faith determines would be equitable in the circumstances (such determination to be evidenced in a resolution, a certified copy of which shall be sent to the holders of the Series A Preferred Stock).

(d) Notwithstanding anything herein to the contrary, no adjustment under this Section 7 need be made to the Conversion Rate unless such adjustment would require an increase or decrease of at least 1% of the Conversion Rate then in effect. Any lesser adjustment shall be carried forward and shall be made at the time of and together with the next subsequent adjustment, which, together with any adjustment or adjustments so carried forward, shall amount to an increase or decrease of at least 1% of such Conversion Rate. Any adjustment to the Conversion Rate carried forward and not theretofore made shall be made immediately prior to the conversion of any shares of Series A Preferred Stock pursuant to Sections 6(a) and (b).

Section 8. Redemption.

(a) Optional Redemption. In the event the Stockholder Approval has not been obtained by the tenth anniversary of the Original Issue Date, the shares of Series A Preferred Stock may be redeemed, in whole or in part, at any time on or after the tenth anniversary of the Original Issue Date, at the option of the Company out of funds lawfully available therefor upon giving notice of redemption pursuant to Section 8(b), at a redemption price per share of Series A Preferred Stock equal to the greater of (x) the sum of (a) the Liquidation Preference per share of the Series A Preferred Stock *plus* (b) an amount per share of Series A

Preferred Stock equal to the declared but unpaid dividends to which such holder of shares of Series A Preferred Stock is entitled to receive pursuant to Section 4(a), if any, *plus* (c) an amount per share of Series A Preferred Stock equal to the accrued but unpaid dividends to which such holder of shares of Series A Preferred Stock is entitled to receive pursuant to Section 4(b) to but excluding the date fixed for such redemption, if any, and (y) the product of (a) the Market Price per share of Common Stock and (b) the number of shares of Common Stock that such holder of Series A Preferred Stock would have been entitled to receive had it converted each such share of Series A Preferred Stock (whether or not such holder of Series A Preferred Stock had been eligible to convert its shares of Series A Preferred Stock on such redemption date). For purposes of this Section 8(a), "Market Price" means the average Closing Price for the ten (10) consecutive Trading Days immediately preceding, but not including, the date as of which the Market Price is to be determined.

(b) Notice of Redemption at the Option of the Company. Notice of every redemption of shares of Series A Preferred Stock pursuant to Section 8(a) shall be given by first class mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at their respective last addresses appearing on the books of the Company. Such mailing shall be at least 30 days and not more than 60 days before the date fixed for redemption. Any notice mailed as provided in this Section 8(b) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of shares of Series A Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series A Preferred Stock. Each notice of redemption given to a holder shall state: (1) the redemption date; (2) the number of shares of the Series A Preferred Stock to be redeemed and, if less than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (3) the redemption price; and (4) the place or places where certificates for such shares are to be surrendered for payment of the redemption price.

(c) Partial Redemption. In case of any redemption of part of the shares of Series A Preferred Stock at the time outstanding, the shares to be redeemed shall be selected pro rata. Subject to the provisions hereof, the Company shall have full power and authority to prescribe the terms and conditions upon which shares of Series A Preferred Stock shall be redeemed from time to time.

(d) Effectiveness of Redemption. If notice of redemption has been duly given, then, on and after the redemption date dividends shall cease to accrue on all shares so called for redemption, all shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption without interest.

Section 9. Voting Rights; Information Rights.

(a) Prior to receipt of the Stockholder Approval, the holders of shares of Series A Preferred Stock shall not be entitled to vote, except as otherwise provided herein or as otherwise required by applicable law. The holders of shares of Series A Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws.

(b) At any time and from time to time after receipt of the Stockholder Approval, the holders of shares of Series A Preferred Stock shall be entitled to vote as required by applicable law and with the holders of shares of Common Stock, as a single class, on all matters submitted to a vote of stockholders of the Company, except as otherwise provided herein or as required by applicable law. Each holder of shares of Series A Preferred Stock shall be entitled to the number of votes equal to the largest number of whole shares of Common Stock into which all shares of Series A Preferred Stock held of record by such holder could then be converted pursuant to Section 6 at the Record Date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is first executed.

(c) Notwithstanding whether or not the Stockholder Approval shall have been obtained, the holders of shares of Series A Preferred Stock shall be entitled to notice of any stockholders' meeting delivered to the

holders of Common Stock in accordance with the Bylaws and to otherwise receive all other notices and information made available or delivered by the Company to the holders of Common Stock.

Section 10. Record Holders. To the fullest extent permitted by applicable law, the Company may deem and treat the record holder of any share of Series A Preferred Stock as the true and lawful owner thereof for all purposes, and the Company shall not be affected by any notice to the contrary.

Section 11. Notices.

(a) General. All notices or communications in respect of the Series A Preferred Stock shall be given to the holders of the Series A Preferred Stock in any manner permitted by the Depository Trust Company or any similar facility through which the Series A Preferred Stock is issued in book-entry form.

(b) Notice of Certain Events. The Company shall, to the extent not included in the Exchange Act reports of the Company, provide reasonable written notice to each holder of the Series A Preferred Stock of any event the occurrence of which would result in an adjustment to the Conversion Rate, including the then applicable Conversion Rate.

Section 12. Other Rights. The shares of Series A Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation or as provided by applicable law and regulation.

IN WITNESS WHEREOF, the Company has caused this Certificate of Designations to be duly executed and acknowledged by its undersigned duly authorized officer this 31st day of August, 2010.

AMN HEALTHCARE SERVICES, INC.

By: /s/ Susan R. Salka

Name: Susan R. Salka (fka Nowakowski)

Title: President and CEO

REGISTRATION RIGHTS AGREEMENT

by and among

AMN HEALTHCARE SERVICES, INC.

and the STOCKHOLDERS named herein

Dated: September 1, 2010

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REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT, dated as of September 1, 2010, by and among AMN Healthcare Services, Inc., a Delaware corporation (the "Company"), and the stockholders that are party to this Agreement from time to time, as set forth on the signature page hereto (each, a "Designated Stockholder").

WHEREAS, in connection with the Company's acquisition of NF Investors, Inc., the Designated Stockholders received shares of the Company's preferred stock, which are or will be convertible into shares of the Company's common stock, par value $0.01 per share (the "Common Stock") and shares of the Company's Common Stock;

WHEREAS, the Company desires to provide for, among other things, the grant of registration rights with respect to the Registrable Securities (as hereinafter defined) to the Designated Stockholders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. (a) Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"Affiliate" means, with respect to a Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to a Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"Agreement" means this Registration Rights Agreement as the same may be amended, supplemented or modified in accordance with the terms hereof.

"Approved Underwriter" has the meaning set forth in Section 3(f) hereof.

"Automatic Shelf Registration Statement" means an "automatic shelf registration statement" as defined in Rule 405 promulgated under the Securities Act.

"Board of Directors" means the Board of Directors of the Company (or any duly authorized committee thereof).

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or required by law or executive order to close.

"Closing Price" means, with respect to the Registrable Securities, as of the date of determination, (a) if the Registrable Securities are listed on a national securities exchange, the closing price per share of a Registrable Security on such date published in The Wall Street Journal (National Edition) or, if no such closing price on such date is published in The Wall Street Journal (National Edition), the average of the closing bid and asked prices on such date, as officially reported on the principal national securities exchange on which the Registrable Securities are then listed or admitted to trading; or (b) if the Registrable Securities are not listed or admitted to trading on any national securities exchange, the last sale price or, if such last sale price is not reported, the average of the high bid and low asked prices on the automatic quotation system on which the Registrable Securities are then listed, as reported by Bloomberg Financial Markets (or any successor thereto); or (c) if on any such date the Registrable Securities are not quoted on any such automatic quotation system, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Registrable Securities selected by the Company; or (d) if none of (a), (b) or (c) is applicable, a market price per share determined in good faith

by the Board of Directors or, if such determination is not satisfactory to the Designated Stockholders for whom such determination is being made, by a nationally recognized investment banking firm selected by the Company and such Designated Stockholders, the expenses for which shall be borne by such Designated Stockholders. If trading is conducted on a continuous basis on any exchange, then the closing price shall be as set forth at 4:00 P.M. New York City time.

"Commission" means the Securities and Exchange Commission or any similar agency then having jurisdiction to enforce the Securities Act.

"Common Stock" means (i) the Common Stock of the Company, (ii) any securities of the Company or any successor or assign of the Company into which such stock described in clause (i) is reclassified or reconstituted or into which such stock is converted or otherwise exchanged in connection with a combination of shares, recapitalization, merger, sale of assets, consolidation or other reorganization or otherwise or (iii) any securities received as a dividend or distribution in respect of the securities described in clauses (i) or (ii) above.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Free Writing Prospectus" means each Free Writing Prospectus prepared by or on behalf of the Company or used or referred to by the Company in connection with an offering of Registrable Securities.

"Company Underwriter" has the meaning set forth in Section 4(a) hereof.

"Demand Registration" has the meaning set forth in Section 3(a) hereof.

"Designated Stockholder" has the meaning set forth in the preamble to this Agreement.

"Designated Stockholders' Counsel" has the meaning set forth in Section 7(a)(i) hereof.

"Disclosure Package" means, with respect to any offering of Registrable Securities, (i) the preliminary Prospectus, (ii) each Free Writing Prospectus and (iii) all other information, in each case, that is deemed, under Rule 159 promulgated under the Securities Act, to have been conveyed to purchasers of securities at the time of sale of such securities (including, without limitation, a contract of sale).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Form S-3 Shelf Registration Statement" has the meaning set forth in Section 5(a) hereof.

"Free Writing Prospectus" means any "free writing prospectus" as defined in Rule 405 promulgated under the Securities Act.

"Incidental Registration" has the meaning set forth in Section 4(a) hereof.

"Incidental Registration Notice" has the meaning set forth in Section 4(a) hereof.

"Indemnified Party" has the meaning set forth in Section 8(c) hereof.

"Indemnifying Party" has the meaning set forth in Section 8(c) hereof.

"Initiating Holders" means, at any time, the Majority Designated Stockholders.

"Initiating Shelf Holder" has the meaning set forth in Section 5(f) hereof.

"Inspector" has the meaning set forth in Section 7(a)(i) hereof.

"Liability" has the meaning set forth in Section 8(a) hereof.

"Majority Designated Stockholders" means beneficial owners of Registrable Securities representing more than 50% of the total number of outstanding Registrable Securities.

"Majority Initiating Holders" means Initiating Holders holding a majority of the Registrable Securities held by all of the Initiating Holders.

"Majority S-3 Participating Stockholders" means S-3 Participating Stockholders holding a majority of the Registrable Securities included in an S-3 Registration.

"Majority Shelf Take-Down Stockholders" means S-3 Participating Stockholders holding a majority of the Registrable Securities included in a Shelf Take-Down.

"Market Price" means, on any date of determination, the average of the daily Closing Price of the Registrable Securities for the immediately preceding thirty days on which the national securities exchanges are open for trading; provided, however, that if the Closing Price is determined pursuant to clause (d) of the definition of Closing Price, the "Market Price" means such Closing Price on the date of determination.

"Marketed Underwritten Shelf Take-Down" has the meaning set forth in Section 5(f) hereof.

"Non-Marketed Underwritten Shelf Take-Down" has the meaning set forth in Section 5(f) hereof.

"Permitted Assignee" means, with respect to any Person, to the extent applicable, (i) such Person's parents, spouse, siblings, siblings' spouses, children (including stepchildren and adopted children), children's spouses, grandchildren or grandchildren's spouses thereof ("Family Members"), (ii) a corporation, partnership or limited liability company, a majority of the beneficial interests of which shall be held by such Person, such Person's Affiliates and/or such Person's Family Members, (iii) a trust, the beneficiaries of which are such Person and/or such Person's Family Members, (iv) such Person's heirs, executors, administrators, estate or a trust under such Person's will, (v) an entity described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, that is established by such Person, (vi) any Affiliate of such Person, (vii) any Person to whom such Person transfers Registrable Securities representing at least 1% of the outstanding Common Stock as of the date of such transfer and (viii) if such Person is a corporation, partnership or limited liability company, any wholly-owned subsidiary of such entity or the partners, members, stockholders or Affiliates of such entity.

"Permitted Withdrawal" has the meaning set forth in Section 3(g) hereof.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, government (or an agency or political subdivision thereof) or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Pledgee" has the meaning set forth in Section 2(d)(i) hereof.

"Prospectus" means the prospectus related to any Registration Statement (including, without limitation, a prospectus or prospectus supplement that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance on Rule 415, 430A, 430B or 430C under the Securities Act, as amended or supplemented by any amendment or prospectus supplement), including post-effective amendments, and all materials incorporated by reference in such prospectus.

"Records" has the meaning set forth in Section 7(a)(viii) hereof.

"Registrable Securities" means, subject to Section 2(b) and Section 2(d)(i) hereof, any and all shares of Common Stock now or hereafter owned by the Designated Stockholders or issuable upon conversion or exchange of any convertible or exchangeable securities or exercise of any warrants or options now or hereafter held by any of the Designated Stockholders.

"Registration Expenses" has the meaning set forth in Section 7(d) hereof.

"Registration Statement" means a registration statement filed pursuant to the Securities Act.

"S-3 Participating Stockholders" means all Designated Stockholders whose shares are included in an S-3 Registration.

"S-3 Registration" has the meaning set forth in Section 5(a) hereof.

"Seasoned Issuer" means an issuer eligible to use Form S-3 or F-3 for a primary offering of securities in reliance on General Instruction I.B.1 to such Form.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Shelf Take-Down" has the meaning set forth in Section 5(f) hereof.

"Specified Period" means 90 days; provided that if (i) the Company issues an earnings release or other material news or a material event relating to the Company and its Subsidiaries occurs during the last 17 days of such period or (ii) prior to the expiration of such period, the Company announces that it will release earnings results during the 16-day period beginning upon the expiration of such period, then to the extent necessary for a managing or co-managing underwriter of a registered offering required hereunder to comply with NASD Rule 2711(f)(4), such period shall be extended until 18 days after the earnings release or the occurrence of the material news or event, as the case may be.

"Target Filing Date" has the meaning set forth in Section 5(a) hereof.

"underwritten public offering" of securities means a public offering of such securities registered under the Securities Act in which an underwriter, placement agent or other intermediary participates in the distribution of such securities.

"Underwritten Shelf Take-Down" has the meaning set forth in Section 5(f) hereof.

"Underwritten Shelf Take-Down Notice" has the meaning set forth in Section 5(f) hereof.

"Valid Business Reason" has the meaning set forth in Section 3(a) hereof.

"Well-Known Seasoned Issuer" means a "well-known seasoned issuer" as defined in Rule 405 promulgated under the Securities Act and which (a) is a "well-known seasoned issuer" under paragraph (1)(i)(A) of such definition or (b) is a "well-known seasoned issuer" under paragraph (1)(i)(B) of such definition and is also eligible to use Form S-3 to register a primary offering of securities in reliance on General Instruction I.B.1 to such Form.

(b) Interpretation. Unless otherwise noted:

(i) All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor laws, rules, regulations and forms thereto in effect at the time.

(ii) All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successor thereto.

(iii) All references to agreements and other contractual instruments shall be deemed to be references to such agreements or other instruments as they may be amended, waived, supplemented or modified from time to time.

(iv) All references to any amount of securities (including Registrable Securities) shall be deemed to be a reference to such amount measured on an as-converted or as-exercised basis.

2. General; Securities Subject to this Agreement.

(a) Grant of Rights. The Company hereby grants registration rights to the Designated Stockholders upon the terms and conditions set forth in this Agreement.

(b) Registrable Securities. For the purposes of this Agreement, Registrable Securities held by any Designated Stockholder will cease to be Registrable Securities, when (i) a Registration Statement covering such Registrable Securities has been declared effective under the Securities Act by the Commission and such Registrable Securities have been disposed of pursuant to such effective Registration Statement, (ii) in the opinion of counsel reasonably satisfactory to the Company, the entire amount of the Registrable Securities held by any Designated Stockholder may be sold in a single sale, without any limitation as to volume or manner of sale pursuant to Rule 144 promulgated under the Securities Act or (iii) the Registrable Securities have ceased to be outstanding.

(c) Holders of Registrable Securities. A Person is deemed to be a holder of Registrable Securities whenever such Person owns of record Registrable Securities, or holds an option to purchase, or a security convertible into or exercisable or exchangeable for, Registrable Securities whether or not such purchase, conversion, exercise or exchange has actually been effected. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company may act upon the basis of the instructions, notice or election received from the registered owner of such Registrable Securities. Registrable Securities issuable upon exercise of an option or upon conversion, exercise or exchange of another security shall be deemed outstanding for the purposes of this Agreement.

(d) Transfer of Registration Rights.

(i) Each Designated Stockholder may transfer or pledge Registrable Securities with the associated registration rights under this Agreement (including transfers occurring by operation of law or by reason of intestacy) to a Permitted Assignee or a pledgee ("Pledgee") only if (1) such Permitted Assignee or Pledgee agrees in writing to be bound as a Designated Stockholder by the provisions of this Agreement, such agreement being substantially in the form of Annex A hereto, and (2)(A) immediately following such transfer or pledge, the further disposition or transfer of such Registrable Securities by such Permitted Assignee or Pledgee would be restricted under the Securities Act and, in the opinion of counsel reasonably satisfactory to the Company, the entire amount of all such Registrable Securities could not be sold in a single sale, without any limitation as to volume or manner of sale pursuant to Rule 144 promulgated under the Securities Act or (B) such Permitted Assignee or Pledgee, together with its Affiliates, beneficially owns Registrable Securities representing more than 5% of the outstanding shares of Common Stock as of the date of such transfer or pledge. Upon any transfer or pledge of Registrable Securities other than as set forth in this Section 2(d), such securities shall no longer constitute Registrable Securities.

(ii) Subject to Section 2(b) hereof, if a Designated Stockholder assigns its rights under this Agreement in connection with the transfer of less than all of its Registrable Securities, the Designated Stockholder shall retain its rights under this Agreement with respect to its remaining Registrable Securities. If a Designated Stockholder assigns its rights under this Agreement in connection with the transfer of all of its Registrable Securities, such Designated Stockholder shall have no further rights or obligations under this Agreement, except under Section 8 hereof in respect of offerings in which it participated.

3. Demand Registration.

(a) Request for Demand Registration. To the extent permitted by applicable law and regulations, at any time that the Company is not eligible to use Form S-3 under the Securities Act in connection with a secondary public offering of its equity securities after March 1, 2011, the Initiating Holders may make a written request to the Company to register, and the Company shall register, under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or S-8), in accordance with the terms of this Agreement (a "Demand Registration"), the number of Registrable Securities stated in such request; provided, however, that the Company shall not be obligated to effect (i) more than two such Demand Registrations, (ii) a Demand Registration if the Initiating Holders propose to sell Registrable Securities in such Demand Registration at an anticipated aggregate offering price (calculated based upon the Market Price of the Registrable Securities on the date on which the Company receives the written request for such Demand Registration) to the public of less than $20,000,000 unless such Demand Registration includes all of the then-outstanding Registrable Securities or (iii) any such Demand Registration within the Specified Period (or such shorter period as the Company may determine in its sole discretion) after the effective date of any other Registration Statement of the Company (other than a Registration Statement on Form S-4 or S-8). For purposes of the preceding sentence, two or more Registration Statements related to the same offering by virtue of Rule 462(b) filed in response to one demand shall be counted as one Demand Registration. In addition, if (1) the Board of Directors, in its good faith judgment, determines that any registration of Registrable Securities should not be made or continued because it would materially impede, delay or interfere with any material financing, offer and sale of securities, acquisition, merger, tender offer, business combination, corporate reorganization or other significant transaction involving the Company or because such registration would require the Company to disclose material nonpublic information that would not otherwise be required to be disclosed under applicable law and (2) the Company has a bona fide business purpose for preserving the confidentiality of such proposed transaction or information (a "Valid Business Reason"), (x) the Company may postpone filing a Registration Statement (but not the preparation of the Registration Statement) relating to a Demand Registration until such Valid Business Reason no longer exists, but in no event for more than ninety days after the date when the Demand Registration was requested or, if later, after the occurrence of the Valid Business Reason and (y) in case a Registration Statement has been filed relating to a Demand Registration, the Company may postpone amending or supplementing such Registration Statement (in which case, if the Valid Business Reason no longer exists or if more than ninety days have passed since such postponement, the Initiating Holders may request a new Demand Registration (which request shall not be counted as an additional Demand Registration for purposes of clause (i) above) or request the prompt amendment or supplement of such Registration Statement). The Company shall give written notice to all Designated Stockholders of its determination to postpone filing, amending or supplementing a Registration Statement and of the fact that the Valid Business Reason for such postponement no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not postpone a filing, amendment or supplement under this Section 3(a) due to a Valid Business Reason more than once in any six-month period. Each request for a Demand Registration by the Initiating Holders shall state the type and amount of the Registrable Securities proposed to be sold and the intended method of disposition thereof.

(b) Incidental or "Piggy-Back" Rights with Respect to a Demand Registration. Any Designated Stockholder which has not requested a registration under Section 3(a) hereof may, pursuant to this Section 3(b), offer its Registrable Securities under any Demand Registration. The Company shall (i) as promptly as practicable, but in no event later than five Business Days after the receipt of a request for a Demand Registration from the Initiating Holders, give written notice thereof to all of the Designated Stockholders (other than Initiating Holders which have requested a registration under Section 3(a) hereof), which notice shall specify the type and number of Registrable Securities subject to the request for Demand Registration, the names of the Initiating Holders and the intended method of disposition of such Registrable Securities, and (ii) subject to Section 3(e) hereof, include in the Registration Statement filed pursuant to the Demand Registration all of the Registrable Securities held by such Designated Stockholders from whom the

Company has received a written request for inclusion therein within five Business Days of the date on which such Designated Stockholders received the written notice referred to in clause (i) above. Each such request by such Designated Stockholders shall specify the type and number of Registrable Securities proposed to be registered. The failure of any Designated Stockholder to respond within such five Business Day period referred to in clause (ii) above shall be deemed to be a waiver of such Designated Stockholder's rights under this Section 3(b) with respect to such Demand Registration. Any Designated Stockholder may waive its rights under this Section 3(b) by giving written notice to the Company.

(c) Effective Demand Registration. Subject to Section 3(a), the Company shall use its commercially reasonable efforts (taking into account, among other things, accounting and regulatory matters) to file a Registration Statement relating to the Demand Registration and to use its commercially reasonable efforts to cause such Registration Statement to become effective as promptly as practicable but in no event later than one hundred twenty days after it receives a request under Section 3(a) hereof and to remain continuously effective for the lesser of (i) the period during which all Registrable Securities registered in the Demand Registration are sold or (ii) one hundred twenty days; provided, however, that a registration shall not constitute a Demand Registration if (x) after such Demand Registration has become effective, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason not attributable to the Designated Stockholders and such interference is not thereafter eliminated or (y) the conditions specified in the underwriting agreement, if any, entered into in connection with such Demand Registration are not satisfied or waived as a result of an action or inaction by the Company.

(d) Expenses. Except as provided in Section 3(g) or 7(d) hereof, the Company shall pay all Registration Expenses in connection with a Demand Registration, whether or not such Demand Registration becomes effective.

(e) Underwriting Procedures. If the Majority Initiating Holders so elect, the Company shall use its commercially reasonable efforts to cause the offering made pursuant to such Demand Registration pursuant to this Section 3 to be in the form of a firm commitment underwritten public offering and the managing
underwriter or underwriters selected for such offering shall be the Approved Underwriter selected in accordance with Section 3(f) hereof. In connection with any Demand Registration under this Section 3 involving an underwritten public offering, none of the Registrable Securities held by any Designated Stockholder making a request for inclusion of such Registrable Securities pursuant to Section 3(a) or 3(b) hereof shall be included in such underwritten public offering unless such Designated Stockholder accepts the terms of the offering as agreed upon by the Company, the Majority Initiating Holders and the Approved Underwriter (including, without limitation, offering price, underwriting commissions or discounts and lockup agreement terms), and then only in such quantity as set forth below. If the Approved Underwriter advises the Company that the aggregate amount of such Registrable Securities requested to be included in such offering is sufficiently large to have a material adverse effect on the distribution or sales price of the Registrable Securities in such offering, then the Company shall include in such Demand Registration, to the extent of the amount that the Approved Underwriter believes may be sold without causing such material adverse effect, first, such number of Registrable Securities of the Designated Stockholders that are participating in such offering pursuant to Section 3(a) or 3(b) hereof, which Registrable Securities shall be allocated pro rata among such Designated Stockholders participating in the offering, based on the number of Registrable Securities held by each such Designated Stockholder, second, any other securities of the Company requested by any other holders thereof to be included in such registration, pro rata among such other holders based on the number of securities held by each such holder, and third, securities offered by the Company for its own account.

(f) Selection of Underwriters. If any Demand Registration or S-3 Registration, as the case may be, of Registrable Securities is in the form of an underwritten public offering, the Company shall select and obtain one or more investment banking firms of national reputation to act as the managing underwriter or underwriters of the offering; provided, however, that such firm or firms shall, in any case, also be approved

by the Majority Initiating Holders or Majority Shelf Take-Down Stockholders, as the case may be, such approval not to be unreasonably delayed or withheld. An investment banking firm or firms selected pursuant to this Section 3(f) shall be referred to as the "Approved Underwriter" herein.

(g) Withdrawal. The Majority Initiating Holders shall be entitled to withdraw or revoke a request for a Demand Registration without the prior written consent of the Company if (i) such withdrawal or revocation is as a result of facts or circumstances arising after the date on which a request for a Demand Registration was made and the Majority Initiating Holders reasonably determine that participation in such registration would have a material adverse effect on the Initiating Holders or (ii) the Initiating Holders agree to pay all fees and expenses incurred by the Company in connection with such withdrawn registration (each, a "Permitted Withdrawal"). If a Permitted Withdrawal occurs under clause (i) above, the related Demand Registration shall be counted as a Demand Registration for purposes of Section 3(a) hereof, and if a Permitted Withdrawal occurs under clause (ii) above, the related Demand Registration shall not be counted as a Demand Registration for purposes of Section 3(a) hereof. Any Permitted Withdrawal shall constitute and effect an automatic withdrawal by all other Initiating Holders and any other Designated Stockholder participating in such Demand Registration pursuant to the provisions of Section 3(b) hereof.

4. Incidental or "Piggy-Back" Registration.

(a) Request for Incidental or "Piggy-Back" Registration. After March 1, 2011, if the Company proposes to file a Registration Statement with respect to an offering of Common Stock by the Company for its own account (other than a Registration Statement on Form S-4 or S-8) or for the account of any stockholder of the Company other than Designated Stockholders pursuant to Sections 3 and 5 hereof, then the Company shall give written notice (an "Incidental Registration Notice") of such proposed filing to each of the Designated Stockholders at least ten Business Days before the anticipated filing date, which notice shall describe the proposed registration and distribution and offer such Designated Stockholders the opportunity to register the number of Registrable Securities that each such Designated Stockholder may request (an "Incidental Registration"). Any such request by a Designated Stockholder must be made in writing and received by the Company within five Business Days of the date on which the Designated Stockholder received the Incidental Registration Notice. The failure of any Designated Stockholder to respond to an Incidental Registration Notice within five Business Days shall be deemed a waiver of such Designated Stockholder's rights under this Section 4(a) with respect to such Incidental Registration. The Company shall use its commercially reasonable efforts to cause the managing underwriter or underwriters in the case of a proposed underwritten public offering (the "Company Underwriter") to permit each Designated Stockholder who has requested in writing to participate in the Incidental Registration pursuant to this Section 4(a) to include the number of such Designated Stockholder's Registrable Securities indicated by such Designated Stockholder in such offering on the same terms and conditions as the Common Stock of the Company or the account of such other stockholder, as the case may be, included therein. Any withdrawal of the Registration Statement by the Company for any reason shall constitute and effect an automatic withdrawal of any Incidental Registration related thereto. In connection with any Incidental Registration under this Section 4(a) involving an underwritten public offering, the Company shall not be required to include any Registrable Securities in such underwritten public offering unless the Designated Stockholders thereof accept the terms of the underwritten public offering as agreed upon between the Company, such other stockholders, if any, and the Company Underwriter (including, without limitation, offering price, underwriting commissions or discounts and lock-up agreement terms), and then only in such quantity as set forth below. If the Company Underwriter determines that the aggregate amount of the securities requested to be included in such offering is sufficiently large to have a material adverse effect on the distribution or sales price of the securities in such offering, then the Company shall include in such Incidental Registration, to the extent of the amount that the Company Underwriter believes may be sold without causing such material adverse effect, first, (i) all of the securities to be offered for the account of the Company, in the case of a Company initiated Incidental Registration or (ii) all of the securities to be offered for the account of the stockholders who have requested such Incidental Registration, in the case of a stockholder initiated Incidental Registration, second, any Registrable Securities and any other shares of Common Stock requested

by holders thereof (including the Designated Stockholders) to be included in such registration (to the extent that the holders of such securities do not have priority to be included in such registration), pro rata among the Designated Stockholders and such other holders based on the number of securities held by each such holder, and third, all of the securities to be offered for the account of the Company, in the case of an Incidental Registration initiated by any stockholder of the Company.

(b) Expenses. Except as provided in Section 7(d) hereof, the Company shall bear all Registration Expenses in connection with any Incidental Registration pursuant to this Section 4, whether or not such Incidental Registration becomes effective.

5. Form S-3 Registration.

(a) Form S-3 Registration. On or prior to the date that is 120 days following the date of this Agreement, (the "Target Filing Date"), if the Company is eligible to use Form S-3 under the Securities Act in connection with a secondary public offering of its equity securities, the Company shall register under the Securities Act on Form S-3 (an "S-3 Registration") the sale of all of the Registrable Securities owned by the Designated Stockholders on the date hereof (which S-3 Registration shall be a shelf registration pursuant to Rule 415 promulgated under the Securities Act). Subject to the terms of this Agreement, the Company shall use its commercially reasonable efforts to file a Registration Statement relating to the S-3 Registration (taking into account, among other things, accounting and regulatory matters) and to use its commercially reasonable efforts to cause such Registration Statement to become effective, in each case, as promptly as practicable but in no event later than one hundred twenty days after the Target Filing Date. Subject to the terms of this Agreement, if the Registration Statement for an S-3 Registration ceases to be effective after the third anniversary of its effectiveness, if the Company is eligible to use Form S-3 under the Securities Act in connection with a secondary public offering of its equity securities, at the written request of the Majority Designated Stockholders, the Company shall use its commercially reasonable efforts to file a new Registration Statement relating to the S-3 Registration (taking into account, among other things, accounting and regulatory matters) and to use its commercially reasonable efforts to cause such Registration Statement to become effective, in each case, as promptly as practicable but in no event later than one hundred twenty days after the prior Registration Statement ceases to be effective; provided, that the Designated Stockholders request for inclusion in the new Registration Statement relating to such S-3 Registration at least $20,000,000 of Registrable Securities (calculated based upon the Market Price of the Registrable Securities on the date which the Majority Designated Stockholders make such request). If the Majority S-3 Participating Stockholders request, and if the Company is a Well-Known Seasoned Issuer, the Company shall cause such S-3 Registration to be made pursuant to an Automatic Shelf Registration Statement and may omit the names of the S-3 Participating Stockholders and the amount of the Registrable Securities to be offered thereunder. Any Registration Statement filed under this Section 5(a) shall be referred to as a "Form S-3 Shelf Registration Statement."

(b) Form S-3 Underwriting Procedures. In an Underwritten Shelf Take-Down, the managing underwriter or underwriters selected for such offering shall be the Approved Underwriter selected in accordance with Section 3(f) hereof. In connection with an Underwritten Shelf Take-Down, none of the Registrable Securities held by any Designated Stockholder having such Registrable Securities included pursuant to Section 5(a) hereof shall be included in such Underwritten Shelf Take-Down unless such Designated Stockholder accepts the terms of the offering as agreed upon by the Company, the Majority Shelf Take-Down Stockholders and the Approved Underwriter (including, without limitation, offering price, underwriting commissions and discounts and lock-up agreement terms) and then only in such quantity as set forth below. If the Approved Underwriter advises the Company that the aggregate amount of such Registrable Securities requested to be included in such offering is sufficiently large to have a material adverse effect on the distribution or sales price of the Registrable Securities in such offering then the Company shall include in such offering, to the extent of the amount that the Approved Underwriter believes may be sold without causing such material adverse effect, first, such number of Registrable Securities of the Designated Stockholders that are participating in such Underwritten Shelf Take-Down, which Registrable

Securities shall be allocated pro rata among such Designated Stockholders participating in such Underwritten Shelf Take-Down, based on the number of Registrable Securities held by each such Designated Stockholder, second, any other securities of the Company requested by any other holders thereof to be included in such Underwritten Shelf Take-Down and third, securities offered by the Company for its own account. Notwithstanding the foregoing, immediately upon determination of the price at which such Registrable Securities are to be sold in an offering in an S-3 Registration that is an Underwritten Shelf Take-Down, if such price is below the price which the Majority Shelf Take-Down Stockholders find acceptable, then such Majority Shelf Take-Down Stockholders shall then have the right, by written notice to the Company, to withdraw their Registrable Securities from being included in such offering; provided, that such a withdrawal by such Majority Shelf Take-Down Stockholders shall constitute and effect an automatic withdrawal by all other S-3 Participating Stockholders.

(c) Limitations on Form S-3 Registrations. If the Board of Directors determines that a Valid Business Reason exists, (x) the Company may postpone filing a Registration Statement relating to an S-3 Registration (but not the preparation of the Registration Statement) until such Valid Business Reason no longer exists, but in no event for more than ninety days after the Target Filing Date or, if later, after the occurrence of the Valid Business Reason and (y) in case a Registration Statement has been filed relating to an S-3 Registration, the Company may postpone amending or supplementing such Registration Statement (in which case, if the Valid Business Reason no longer exists or if more than ninety days have passed since such postponement, the Majority S-3 Participating Stockholders may request the prompt amendment or supplement of such Registration Statement or a new S-3 Registration). The Company shall give written notice to all Designated Stockholders of its determination to postpone or delay amending or supplementing a Registration Statement and of the fact that the Valid Business Reason for such postponement or delay no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not postpone a filing or delay amending or supplementing a filing under this Section 5(c) due to a Valid Business Reason more than once in any six-month period.

(d) Expenses. Except as provided in Section 7(d) hereof, the Company shall bear all Registration Expenses in connection with any S-3 Registration pursuant to this Section 5, whether or not such S-3 Registration becomes effective.

(e) Automatic Shelf Registration Statement. After the Registration Statement with respect to an S-3 Registration that is an Automatic Shelf Registration Statement becomes effective, upon written request by the S-3 Participating Stockholders, the Company shall, as promptly as practicable after receiving such request, (i) file with the Commission a prospectus supplement naming the S-3 Participating Stockholders as selling stockholders and the amount of Registrable Securities to be offered and include, to the extent not included or incorporated by reference in the Registration Statement, any other information omitted from the Prospectus used in connection with such Registration Statement as permitted by Rule 430B promulgated under the Securities Act (including the plan of distribution and the names of any underwriters, placement agents or brokers) and (ii) pay any necessary filing fees to the Commission within the time period required.

(f) Shelf Take-Downs. (i) Any Designated Stockholder (an "Initiating Shelf Holder") that holds Registrable Securities included in a Form S-3 Shelf Registration Statement may initiate an offering or sale of all or part of such Registrable Securities (a "Shelf Take-Down"), in which case the provisions of this Section 5(f) shall apply.

(ii) If in connection with any Shelf Take-Down, the Majority Shelf Take-Down Stockholders so elect in a written request delivered to the Company (an "Underwritten Shelf Take-Down Notice"), a Shelf Take-Down may be in the form of an underwritten public offering (an "Underwritten Shelf Take-Down") and, subject to the limitations set forth in the proviso to Section 5(b), the Company shall file and effect an amendment or supplement to its Form S-3 Shelf Registration Statement for such purpose as soon as practicable. Such Majority Shelf Take-Down Stockholders shall indicate in such Underwritten Shelf Take-Down Notice whether it intends for such Underwritten Shelf Take-Down to involve a customary "road show" (including an "electronic road show") or other substantial marketing

effort by the underwriters (a "Marketed Underwritten Shelf Take-Down"). Upon receipt of an Underwritten Shelf Take-Down Notice indicating that such Underwritten Shelf Take-Down will be a Marketed Underwritten Shelf Take-Down, the Company shall promptly (but in any event no later than ten Business Days prior to the expected date of such Marketed Underwritten Shelf Take-Down) give written notice of such Marketed Underwritten Shelf Take-Down to all other S-3 Participating Stockholders and shall permit the participation of all such S-3 Participating Stockholders that request inclusion in such Marketed Underwritten Shelf Take-Down who respond in writing within five Business Days after the receipt of such notice of their election to participate. The provisions of Section 5(b) shall apply with respect to the right of the Initiating Shelf Holder and any other Shelf Holder to participate in any Underwritten Shelf Take-Down.

(iii) If any Initiating Shelf Holder desires to effect a Shelf Take-Down that does not constitute a Marketed Underwritten Shelf Take-Down (a "Non-Marketed Underwritten Shelf Take-Down"), such Initiating Shelf Holder shall so indicate in a written request delivered to the Company no later than two Business Days prior to the expected date of such Non-Marketed Underwritten Shelf Take-Down, which request shall include (i) the total number of Registrable Securities expected to be offered and sold in such Non-Marketed Underwritten Shelf Take-Down, (ii) the expected plan of distribution of such Non-Marketed Underwritten Shelf Take-Down and (iii) the action or actions required (including the timing thereof) in connection with such Non-Marketed Underwritten Shelf Take-Down (including the delivery of one or more stock certificates representing shares of Registrable Securities to be sold in such Non-Marketed Underwritten Shelf Take-Down), and, subject to the limitations set forth in Sections 5(a) and (b), the Company shall file and effect an amendment or supplement to its Form S-3 Shelf Registration Statement for such purpose as soon as practicable.

6. Holdback Agreements.

(a) Restrictions on Public Sale by Designated Stockholders.

(i) To the extent requested by the Approved Underwriter or the Company Underwriter, as the case may be, in the case of an underwritten public offering, each Designated Stockholder (other than any Pledgee) agrees (x) not to effect any public sale or distribution of any Registrable Securities or of any securities convertible into or exchangeable or exercisable for such Registrable Securities, including a sale pursuant to Rule 144 (or any successor rule or regulation) promulgated under the Securities Act, or offer to sell, contract to sell (including, without limitation, any short sale), grant any option to purchase or enter into any hedging or similar transaction with the same economic effect as a sale of, any Registrable Securities and (y) except as otherwise consented to by the Company, not to make any request for a Demand Registration or S-3 Registration under this Agreement, in each case, during the Specified Period following the effective date of such Registration Statement, except in each case as part of such underwritten public offering.

(ii) Notwithstanding anything herein to the contrary, no Pledgee shall be required to agree to any restriction on its ability to trade in any securities, including the restrictions set forth in this Section 6(a). The Designated Stockholders hereby agree that they shall act in good faith with respect to the restrictions set forth in this Section 6(a) and shall take no action or omit to take any action with the intention of circumventing or evading the restrictions applicable to them under this Section 6(a).

(b) Restrictions on Public Sale by the Company. Unless the Company shall have received the prior written consent of the Majority Designated Stockholders, the Company agrees not to (i) effect any public sale or distribution of any of its securities, or any securities convertible into or exchangeable or exercisable for such securities (except pursuant to registrations on Form S-4 or S-8), (ii) file any Registration Statements relating to the registration of securities for the Company's account (except pursuant to registrations on Form S-4 or S-8) or (iii) make any public announcements related to clause (i) or (ii), in each case, during the period beginning on the effective date of any Registration Statement relating to an underwritten public offering in which the Designated Stockholders of Registrable Securities are

participating pursuant to Section 3 or 5 hereof and ending on the earlier of (x) the date on which all Registrable Securities registered on such Registration Statement are sold and (y) the Specified Period after the effective date of such Registration Statement (except as part of such registration).

7. Registration Procedures.

(a) Obligations of the Company. Whenever registration of Registrable Securities has been requested or required pursuant to Section 3, Section 4 or Section 5 hereof, the Company shall use its commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as quickly as practicable, and in connection with any such request, the Company shall:

(i) use its commercially reasonable efforts (taking into account, among other things, accounting and regulatory matters) to prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of such Registrable Securities in accordance with the intended method of distribution thereof, and use its commercially reasonable efforts to cause such Registration Statement to become effective; provided, however, that (x) before filing a Registration Statement or Prospectus or any amendments or supplements thereto (including, without limitation, any documents incorporated by reference therein), or before using any Free Writing Prospectus, the Company shall provide one firm of legal counsel selected by the Designated Stockholders holding a majority of the Registrable Securities being registered in such registration ("Designated Stockholders' Counsel"), any managing underwriter or broker/dealer participating in any disposition of such Registrable Securities pursuant to a Registration Statement and any attorney retained by any such managing underwriter or broker/dealer (each, an "Inspector" and collectively, the "Inspectors") with an opportunity to review and comment on such Registration Statement and each Prospectus included therein (and each amendment or supplement thereto) and each Free Writing Prospectus to be filed with the Commission, subject to such documents being under the Company's control, and (y) the Company shall notify the Designated Stockholders' Counsel and each seller of Registrable Securities pursuant to such Registration Statement of any stop order issued or threatened by the Commission and take all reasonable actions required to prevent the entry of such stop order or to remove it if entered;

(ii) use its commercially reasonable efforts to prepare and file with the Commission such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the lesser of (x) one hundred twenty days (or, in the case of an S-3 Registration, three years from the effective date of the Registration Statement if such Registration Statement is filed pursuant to Rule 415 promulgated under the Securities Act) and (y) such shorter period which will terminate when all Registrable Securities covered by such Registration Statement have been sold (or, if such Registration Statement is an Automatic Shelf Registration Statement, on the third anniversary of the date of filing of such Automatic Shelf Registration Statement); and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement. Notwithstanding the foregoing, the Company shall be entitled at all reasonable times to suspend a Registration Statement that includes Registrable Securities during the pendency of any amendments required by this Section 7(a)(ii). Such suspension or suspensions shall be effective upon the transmittal of notice to an affected Designated Stockholder in compliance with, and using the most expeditious practical means of communication permitted by, Section 10(e) below;

(iii) furnish to each seller of Registrable Securities such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits thereto), the Prospectus included in such Registration Statement (including each preliminary Prospectus), any Prospectus filed under Rule 424 under the Securities Act and any Free Writing Prospectus as each such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(iv) use its commercially reasonable efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any seller of Registrable Securities may reasonably request, and continue such registration or qualification in effect in such jurisdiction for as long as permissible pursuant to the laws of such jurisdiction, or for as long as any such seller requests or until all of such Registrable Securities are sold, whichever is shortest, and do any and all other acts and things which may be reasonably necessary or advisable to enable any such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; provided, however, that the Company shall not be required to (x) qualify generally to do business in any jurisdiction where it is not then so qualified, (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any such jurisdiction;

(v) promptly following its actual knowledge thereof, notify each seller of Registrable Securities: (A) when a Prospectus, any Prospectus supplement, any Free Writing Prospectus, a Registration Statement or a post-effective amendment to a Registration Statement has been filed with the Commission, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective; (B) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement, related Prospectus or Free Writing Prospectus or for additional information; (C) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceedings for such purpose; and (D) of the existence of any fact or happening of any event of which the Company has knowledge which makes any statement of a material fact in such Registration Statement, related Prospectus or Free Writing Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue or which would require the making of any changes in the Registration Statement, Prospectus or Free Writing Prospectus in order that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of such Prospectus or Free Writing Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) use its commercially reasonable efforts to, upon the occurrence of any event contemplated by Section 7(a)(v)(D) hereof or, subject to Sections 3(a) and 5(c) hereof, the existence of a Valid Business Reason, prepare a supplement or amendment to such Registration Statement, related Prospectus or Free Writing Prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to, or amendment of, such Registration Statement, Prospectus or Free Writing Prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of such Prospectus or Free Writing Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) enter into and perform customary agreements (including an underwriting agreement in customary form with the Approved Underwriter or Company Underwriter, if any, selected as provided in Section 3, Section 4 or Section 5 hereof, as the case may be) and take such other commercially reasonable actions as are reasonably required in order to facilitate the disposition of such Registrable Securities, including causing its officers to participate in "road shows" and other information meetings organized by the Approved Underwriter or Company Underwriter;

(viii) make available at reasonable times for inspection by any Inspector all pertinent financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries

(collectively, the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Inspector in connection with such Registration Statement. Records that the Company determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors (and the Inspectors shall confirm their agreement in writing in advance to the Company if the Company shall so request) unless (x) the disclosure of such Records is necessary, in the Company's judgment, to avoid or correct a misstatement or omission in the Registration Statement, (y) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction after exhaustion of all appeals therefrom or (z) the information in such Records was known to the Inspectors on a non-confidential basis prior to its disclosure by the Company or has been made generally available to the public. Each seller of Registrable Securities agrees that it shall, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, promptly give notice to the Company and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential. In the event that the Company is unsuccessful in preventing the disclosure of such Records, such seller agrees that it shall furnish only such portion of those Records that it is advised by counsel is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to those Records;

(ix) if such sale is pursuant to an underwritten offering, obtain a "cold comfort" letter dated the effective date of the Registration Statement and the date of the closing under the underwriting agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing underwriter reasonably requests;

(x) if such sale is pursuant to an underwritten offering, furnish, at the request of any seller of Registrable Securities on the date such securities are delivered to the underwriters for sale pursuant to such registration, an opinion, dated such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, covering such legal matters with respect to the registration in respect of which such opinion is being given as the underwriters may reasonably request and are customarily included in such opinions;

(xi) comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable but no later than fifteen months after the effective date of the Registration Statement, an earnings statement covering a period of twelve months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated under the Securities Act;

(xii) use its commercially reasonable efforts to cause, within thirty (30) days of the effective date of the Registration Statement, any shares of Common Stock included in the Registration Statement to be listed on each securities exchange on which the Common Stock is then listed, including but not limited to the New York Stock Exchange, provided that the applicable listing requirements are satisfied;

(xiii) cooperate with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(xiv) cause the Registrable Securities covered by such Registration Statement to be registered with or approved by such other governmental agencies or authorities, as may be reasonably necessary by virtue of the business and operations of the Company to enable the seller or sellers of Registrable Securities to consummate the disposition of such Registrable Securities;

(xv) within the deadlines specified by the Securities Act and the rules promulgated thereunder, make all required filings of all Prospectuses and Free Writing Prospectuses with the Commission;

(xvi) within the deadlines specified by the Securities Act and the rules promulgated thereunder, make all required filing fee payments in respect of any Registration Statement or Prospectus used under this Agreement (and any offering covered thereby); and

(xvii) take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby and reasonably cooperate with the holders of such Registrable Securities to facilitate the disposition of such Registrable Securities pursuant thereto.

(b) Seller Requirements. In connection with any offering under any Registration Statement under this Agreement, each Designated Stockholder (i) shall promptly furnish to the Company in writing such information with respect to such Designated Stockholder and the intended method of disposition of its Registrable Securities as the Company may reasonably request or as may be required by law or regulations for use in connection with any related Registration Statement or Prospectus (or amendment or supplement thereto) and all information required to be disclosed in order to make the information previously furnished to the Company by such Designated Stockholder not contain a material misstatement of fact or necessary to cause such Registration Statement or Prospectus (or amendment or supplement thereto) not to omit a material fact with respect to such Designated Stockholder necessary in order to make the statements therein not misleading; (ii) shall comply with the Securities Act and the Exchange Act and all applicable state securities laws and comply with all applicable regulations in connection with the registration and the disposition of the Registrable Securities; and (iii) shall not use any Free Writing Prospectus without the prior written consent of the Company. If any seller of Registrable Securities fails to provide such information required to be included in such Registration Statement by applicable securities laws or otherwise necessary or desirable in connection with the disposition of such Registrable Securities in a timely manner after written request therefor, the Company may exclude such seller's Registrable Securities from a registration under Sections 3, 4 or 5 hereof.

(c) Notice to Discontinue. Each Designated Stockholder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 7(a)(v)(D) hereof or, subject to Section 3(a) and 5(c) hereof, the existence of Valid Business Reason, such Designated Stockholder shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Designated Stockholder's receipt of the copies of the supplemented or amended Prospectus or Free Writing Prospectus contemplated by Section 7(a)(vi) hereof (or if no supplemental or amended prospectus or Free Writing Prospectus is required, upon confirmation from the Company that use of the Prospectus or Free Writing Prospectus is once again permitted) and, if so directed by the Company, such Designated Stockholder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Designated Stockholder's possession, of the Prospectus or Free Writing Prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including, without limitation, the period referred to in Section 7(a)(ii) hereof) by the number of days during the period from and including the date of the giving of such notice pursuant to Section 7(a)(v)(D) hereof to and including the date when sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended Prospectus or Free Writing Prospectus contemplated by and meeting the requirements of Section 7(a)(v) hereof (or if no supplemental or amended prospectus or Free Writing Prospectus is required, upon confirmation from the Company that use of the Prospectus or Free Writing Prospectus is once again permitted).

(d) Registration Expenses. Except as otherwise provided herein, including but not limited to the last sentence of this Section 7(d), the Company shall pay all expenses arising from or incident to its performance of, or compliance with, this Agreement, including, without limitation (i) all expenses, including filing fees, in connection with the preparation and filing of the Registration Statement, preliminary prospectus or final prospectus and amendments and supplements thereto, (ii) Commission, stock exchange and FINRA registration (including any counsel retained in connection with FINRA registration) and filing fees, (iii) transfer agents' and registrars' fees and expenses, (iv) all fees and expenses incurred in complying with

state securities or "blue sky" laws (including reasonable fees, charges and disbursements of counsel to any underwriter incurred in connection with "blue sky" qualifications of the Registrable Securities as may be set forth in any underwriting agreement), (v) all printing, messenger and delivery expenses, (vi) the fees, charges and expenses of counsel to the Company and of its independent registered public accounting firm and any other accounting fees, charges and expenses incurred by the Company (including, without limitation, any expenses arising from any "cold comfort" letters or any special audits incident to or required by any registration or qualification) and (vii) any liability insurance or other premiums for insurance obtained in connection with any Demand Registration or piggy-back registration thereon, Incidental Registration or S-3 Registration pursuant to the terms of this Agreement, regardless of whether such Registration Statement is declared effective. All of the expenses described in the preceding sentence of this Section 7(d) are referred to herein as "Registration Expenses." The Designated Stockholders of Registrable Securities sold pursuant to a Registration Statement shall bear the expense of any broker's commission or underwriter's discount or commission relating to the registration and sale of such Designated Stockholders' Registrable Securities and shall bear the fees and expenses of their own counsel.

8. Indemnification; Contribution.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless each Designated Stockholder, its partners, directors, officers, Affiliates, stockholders, members, employees, trustees and each Person who controls (within the meaning of Section 15 of the Securities Act) such Designated Stockholder from and against any and all losses, claims, damages, liabilities and expenses, or any action or proceeding in respect thereof (including, but not limited to, reasonable costs and expenses of legal counsel arising from any investigation, action or proceeding in respect of any of the foregoing) (each, a "Liability" and collectively, "Liabilities"), arising out of or based upon (a) any untrue, or allegedly untrue, statement of a material fact contained in the Disclosure Package, the Registration Statement, the Prospectus, any Free Writing Prospectus or in any amendment or supplement thereto; and (b) the omission or alleged omission to state in the Disclosure Package, the Registration Statement, the Prospectus, any Free Writing Prospectus or in any amendment or supplement thereto any material fact required to be stated therein or necessary to make the statements therein not misleading under the circumstances such statements were made; provided, however, that the Company shall not be held liable in any such case to the extent that any such Liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission contained in such Disclosure Package, Registration Statement, Prospectus, Free Writing Prospectus or such amendment or supplement thereto in reliance upon and in conformity with information concerning such Designated Stockholder furnished to the Company by or on behalf of such Designated Stockholder expressly for use therein, including, without limitation, the information furnished to the Company pursuant to Sections 7(b) and 8(b) hereof. The Company shall also provide customary indemnities to any underwriters of the Registrable Securities, their officers, directors and employees and each Person who controls such underwriters (within the meaning of Section 15 of the Securities Act) to the same extent as provided above with respect to the indemnification of the Designated Stockholders of Registrable Securities.

(b) Indemnification by Designated Stockholders. In connection with any offering in which a Designated Stockholder is participating pursuant to Section 3, 4 or 5 hereof, such Designated Stockholder agrees severally to indemnify and hold harmless the Company, the other Designated Stockholders, any underwriter retained by the Company and each Person who controls the Company, the other Designated Stockholders or such underwriter (within the meaning of Section 15 of the Securities Act) to the same extent as the foregoing indemnity from the Company to the Designated Stockholders (including indemnification of their respective partners, directors, officers, Affiliates, stockholders, members, employees, trustees and Controlling Persons), but only to the extent that Liabilities arise out of or are based upon a statement or alleged statement or an omission or alleged omission that was made in reliance upon and in conformity with information with respect to such Designated Stockholder furnished in writing to the Company by or on behalf of such Designated Stockholder expressly for use in such Disclosure Package, Registration Statement, Prospectus, Free Writing Prospectus or such amendment or supplement thereto, including,

without limitation, the information furnished to the Company pursuant to Section 7(b) hereof; provided, however, that the total amount to be indemnified by such Designated Stockholder pursuant to this Section 8(b) shall be limited to the net proceeds received by such Designated Stockholders in the offering to which such Disclosure Package, Registration Statement, Prospectus, Free Writing Prospectus or such amendment or supplement thereto relates.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification or contribution hereunder (the "Indemnified Party") agrees to give prompt written notice to the indemnifying party (the "Indemnifying Party") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, however, that the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to the Indemnified Party hereunder (except to the extent that the Indemnifying Party is materially prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. Each Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the reasonable and documented out-of-pocket fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and such parties have been advised by such counsel that either (x) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the reasonable and documented out-of-pocket fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties and all such reasonable and documented out-of-pocket fees and expenses shall be reimbursed as incurred. No Indemnifying Party shall be liable for any settlement entered into without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the consent of such Indemnified Party, which consent shall not be unreasonably withheld, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

(d) Contribution. If the indemnification provided for in this Section 9 from the Indemnifying Party is unavailable to an Indemnified Party hereunder or insufficient to hold harmless an Indemnified Party in respect of any Liabilities referred to herein, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions which resulted in such Liabilities, as well as any other relevant equitable considerations. The relative faults of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 8(a), 8(b) and 8(c) hereof, any reasonable and documented out-of-pocket legal or other fees, charges or expenses reasonably incurred by such party in

connection with any investigation or proceeding; provided, that the total amount to be contributed by any Designated Stockholder shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by such Designated Stockholder in the offering.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

9. Rule 144. The Company covenants that it shall take such action as may be required from time to time to enable such Designated Stockholder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (ii) any similar rules or regulations hereafter adopted by the Commission. The Company shall, upon the request of any Designated Stockholder, deliver to such Designated Stockholder a written statement as to whether it has complied with such requirements.

10. Miscellaneous.

(a) Stock Splits, etc. The provisions of this Agreement shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations recapitalizations and the like occurring after the date hereof.

(b) No Inconsistent Agreements. The Company hereby represents and warrants that it has not previously entered into any agreement granting registration rights to any Person with respect to any securities of the Company. The Company shall not enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Designated Stockholders in this Agreement or grant any additional registration rights to any Person or with respect to any securities that are not Registrable Securities which rights are inconsistent with the rights granted in this Agreement.

(c) Remedies. The Designated Stockholders, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of their rights under this Agreement. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive in any action for specific performance the defense that a remedy at law would be adequate.

(d) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless consented to in writing by the Company and the Majority Designated Stockholders; provided, however, that no amendment, modification, supplement, waiver or consent to depart from the provisions hereof shall be effective if such amendment, modification, supplement, waiver or consent to depart from the provisions hereof materially and adversely affects the substantive rights or obligations of one Designated Stockholder, or group of Designated Stockholders, without a similar and proportionate effect on the substantive rights or obligations of all Designated Stockholders, unless each such disproportionately affected Designated Stockholder consents in writing thereto.

(e) Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be made by registered or certified first-class mail, return receipt requested, telecopy, electronic transmission, courier service or personal delivery:

(i) If to the Company:

AMN Healthcare Services, Inc.
12400 High Bluff Drive, Suite 100
San Diego, CA 92130
Telecopy: (866) 893-0682
Attention: General Counsel

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Telecopy: (212) 757-3990
Attention:

(ii) If to any Designated Stockholder, at its address as it appears in the books and records of the Company.

All such notices, demands and other communications shall be deemed to have been duly given, and received by the recipient, when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service, but in any event two Business Days after being sent by the Company; two Business Days after being deposited in the mail, postage prepaid, if mailed; and when receipt is acknowledged, if telecopied, or electronically transmitted, but in any event one Business Day after being sent by the Company. Any party may by notice given in accordance with this Section 10(e) designate another address or Person for receipt of notices hereunder.

(f) Permitted Assignees; Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the permitted assignees of the parties hereto as provided in Section 2(d) hereof. Except as provided in Section 9 hereof, no Person other than the parties hereto and their permitted assignees is intended to be a beneficiary of this Agreement.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.**

(j) Jurisdiction. Any action or proceeding against any party hereto relating in any way to this Agreement or the transactions contemplated hereby may be brought and enforced in the federal or state courts in the State of Delaware, and each party, on behalf of itself and its respective successors and assigns, irrevocably consents to the jurisdiction of each such court in respect of any such action or proceeding. Each party, on behalf of itself and its respective successors and assigns, irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, return receipt requested, to such person or entity at the address for such person or entity set forth in Section 10(e) hereof of this Agreement or such other address as such person or entity shall notify the other in writing. The foregoing shall not limit the right of any person or entity to serve process in any other manner permitted by law or to bring any action or proceeding, or to obtain execution of any judgment, in any other jurisdiction.

Each party, on behalf of itself and its respective successors and assigns, hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising under or relating to this Agreement or the transactions contemplated hereby in any court located in the State of Delaware or located in any other jurisdiction chosen by the Company in accordance with Section 10(j) hereof. Each party, on behalf of itself and its respective successors and assigns, hereby irrevocably waives any claim that a court located in the State of Delaware is not a convenient forum for any such action or proceeding.

Each party, on behalf of itself and its respective successors and assigns, hereby irrevocably waives, to the fullest extent permitted by applicable United States federal and state law, all immunity from jurisdiction, service

of process, attachment (both before and after judgment) and execution to which he might otherwise be entitled in any action or proceeding relating in any way to this Agreement or the transactions contemplated hereby in the courts of the State of Delaware, of the United States or of any other country or jurisdiction, and hereby waives any right he might otherwise have to raise or claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

(k) WAIVER OF JURY TRIAL. EACH PARTY, ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION BASED UPON, OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(l) Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired.

(m) Rules of Construction. Unless the context otherwise requires, references to sections or subsections refer to sections or subsections of this Agreement. Terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

(n) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties or undertakings with respect to the subject matter contained herein, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.

(o) Further Assurances. Each of the parties shall execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.

(p) Other Agreements. Nothing contained in this Agreement shall be deemed to be a waiver of, or release from, any obligations any party hereto may have under, or any restrictions on the transfer of Registrable Securities or other securities of the Company imposed by, any other agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Registration Rights Agreement on the date first written above.

AMN HEALTHCARE SERVICES, INC.

By: /s/ Susan R. Salka
Name: Susan R. Salka (fka Nowakowski)
Title: President and CEO

GSUIG, L.L.C.

By: /s/ Martin Chavez
Name: Martin Chavez
Title: Attorney-in-Fact

HWP CAPITAL PARTNERS II, L.P.,

By: HWP II, L.P., its general partner

By: HWP II, LLC, its general partner

By: /s/ Wyche Walton
Name: Wyche Walton
Title: Managing Director

PHAROS CAPITAL PARTNERS II, L.P.

By: PHAROS CAPITAL GROUP II, LLC,
its general partner

By: /s/ Kneeland Youngblood
Name: Kneeland Youngblood
Title: Manager

PHAROS CAPITAL PARTNERS II-A, L.P.

By: PHAROS CAPITAL GROUP II-A, LLC,
its general partner

By: /s/ Kneeland Youngblood
Name: Kneeland Youngblood
Title: Manager

DALLAS POLICE AND FIRE PENSION SYSTEM

By: PHAROS CAPITAL CO-INVESTMENTS, LLC, its attorney-in-fact

By: /s/ Kneeland Youngblood
Name: Kneeland Youngblood
Title: Manager

NIGHTINGALE PARTNERS, L.P.

By: PHAROS CAPITAL CO-INVESTMENTS, LLC, its general partner

By: /s/ Kneeland Youngblood
Name: Kneeland Youngblood
Title: Manager

HAAS WHEAT & PARTNERS INCORPORATED

By: /s/ Wyche Walton
Name: Wyche Walton
Title: Managing Director

[Name and Address of Transferee]

AMN Healthcare Services, Inc.
12400 High Bluff Drive, Suite 100
San Diego, CA 92130

[Name and Address of Transferor]

, 20

Ladies and Gentlemen:

Reference is made to the Registration Rights Agreement, dated as of September 1, 2010 (the "Registration Rights Agreement"), by and among AMN Healthcare Services, Inc., a Delaware corporation, and the certain stockholders named therein. All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Registration Rights Agreement.

In connection with the transfer by **[Name of Transferor]** of Registrable Securities with associated registration rights under the Registration Rights Agreement to **[Name of Transferee]** as transferee (the "Transferee"), the Transferee hereby agrees to be bound as a Designated Stockholder by the provisions of the Registration Rights Agreement as provided under Section 2(d)(i) thereto.

This consent shall be governed by Delaware law.

Yours sincerely,

[Name of Transferee]

By:_____
Name:
Title:

Exhibit 99.1

AMN Healthcare Completes the Acquisition of Medfinders,

Creates the Largest Healthcare Managed Services Provider in U.S.

SAN DIEGO, September 1 /PRNewswire-FirstCall/ — AMN Healthcare Services, Inc. (NYSE: AHS), the nation's largest healthcare staffing and workforce solutions company, announced the completion of the acquisition of the parent company of Arlington, Texas-based Nursefinders, Inc. (dba Medfinders), one of the nation's leading providers of clinical workforce managed services programs. Medfinders also provides local and travel nurse and allied staffing, locum tenens, physician search services, and home healthcare services.

"This is an exciting milestone in the continuing evolution of AMN Healthcare as a leading provider of innovative, total workforce management and staffing solutions to our healthcare clients," said Susan Salka (formerly Nowakowski), President and CEO of AMN Healthcare. "In addition to leveraging and building on our capabilities in our core businesses of travel healthcare staffing, locum tenens, and physician permanent placement, we are able to immediately bolster our managed services capabilities, which are increasingly preferred by clients today. This acquisition also gives us the instant ability to enter into home healthcare services, in sync with our long-term strategy of diversification into new synergistic healthcare service segments.

"We believe this acquisition enhances our shareholder value due to the considerable cost synergies projected to be achieved through leveraging the existing infrastructure of our organization and the benefit of immediate opportunity to directly fill existing demand at our collective MSP clients. We expect this transaction to be accretive in 2011 with annualized cost synergies in excess of $8 million and revenue synergies with an EBITDA benefit in excess of $2 million by the fourth quarter of 2011."

"Our sales and operations teams are excited to be in the marketplace, serving our clients with the strength of the combined companies behind them," said Bob Livonius, former CEO of Medfinders and newly named AMN President of Strategic Workforce Solutions. "We are better

equipped to provide the full spectrum of clinical specialties and innovative workforce solutions to help our clients meet their patient care and efficiency goals. Both companies have experience and solid track records of successfully integrating acquisitions, and our teams are working very collaboratively to achieve the synergies and benefits of the combination.

“As the leading clinical managed services provider (MSP) for hospitals in the United States, Medfinders will instantly expand AMN’s capabilities and presence in this increasingly important outsourcing option. In the short-term, the combination will significantly increase the company’s ability to directly fulfill the needs of existing MSP clients. Longer-term, AMN Healthcare will be able to share, implement and leverage best practices across the newly combined organization to innovate and deliver more MSP and workforce management solutions as demand for such services continues to grow.”

Mr. Livonius is assuming responsibility for the combined organization’s Workforce Management Solutions and will be overseeing all of AMN’s MSP and local/per diem staffing operations and development while also continuing to lead the support and expansion of the Home Healthcare Services division. Among other key Medfinders employees who are assuming leadership positions in the combined company are Denise Deans-Graf, President of Local Staffing, and Linda Sheffield, President of Home Healthcare Services.

In connection with the transaction, AMN Healthcare amended and extended its current Term B senior facility, increasing its balance to $185 million with a new maturity in 2015, and issued a second lien term loan of $40 million that will mature in 2016. The company also amended and extended its existing revolving credit facility, which remained undrawn at closing. The amended and extended Term B senior facility is priced with a LIBOR rate plus 5.50% and the second lien term loan facility is priced with a LIBOR rate plus 10.00%, each with a 1.75% LIBOR floor.

At the close of the transaction, AMN acquired all of the outstanding equity of Medfinders in exchange for approximately 6.3 million shares of AMN Healthcare Services, Inc. common stock and approximately 5.7 million shares of non-voting Series A Conditional Convertible Preferred Stock with a liquidation preference of $10.00 per share and a dividend rate of 11% per annum.

AMN will file a proxy statement with the SEC with respect to a special meeting of its stockholders that will be called to obtain stockholder approval of the conversion and voting rights provisions of the preferred stock. If AMN's stockholders approve the conversion and the voting rights provisions of the preferred stock within 180 days following the closing of the transaction, the preferred stock will cease to accrue dividends and all previously accrued dividends will be forgiven. Valuing all of the equity securities issued in the transaction using AMN Healthcare's closing share price on the day immediately preceding the closing of the acquisition, and assuming conversion of the preferred stock issued by AMN Healthcare into common stock (on a one-for-one basis), the transaction has a value of approximately $186 million (including the approximately $133 million of refinanced Medfinders' indebtedness). Assuming a conversion of the preferred stock, the former Medfinders stockholders will own approximately 26% of AMN Healthcare Services, Inc.

In connection with the acquisition, AMN issued employment inducement awards in the form of grants of restricted stock units (RSUs) and stock appreciation rights (SARs) to eleven key employees of Medfinders in the aggregate amount of 241,000 shares. The RSUs will vest in three years, except that they may vest on an accelerated basis if the company achieves certain financial targets. The SARs vest ratably over three years.

About AMN Healthcare

AMN Healthcare Services, Inc. is the nation's largest provider of comprehensive healthcare staffing and workforce solutions. As the leading provider of travel nurse, per diem (local) nurse, allied and locum tenens (temporary physician) staffing and physician permanent placement services, AMN Healthcare recruits and places healthcare professionals on assignments of variable lengths and in permanent positions with clients throughout the United States. AMN Healthcare is also the nation's largest provider of healthcare managed services programs and recruitment process outsourcing solutions. Settings we staff include acute-care hospitals, government facilities, community health centers and clinics, physician practice groups, and a host of other healthcare settings. AMN Healthcare also provides home healthcare services in select regions. For more information, visit http://www.amnhealthcare.com.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements include expectations regarding the terms, value and anticipated benefits of the acquisition, the cost synergies and accretion, and the demand for

MSP services. The company based these forward-looking statements on its current expectations and projections about future events. Actual results could differ materially from those discussed in, or implied by, these forward-looking statements. Forward-looking statements are identified by words such as “believe,” “anticipate,” “expect,” “intend,” “plan,” “will,” “may” and other similar expressions. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. Factors that could cause actual results to differ from those implied by the forward-looking statements contained in this press release are set forth in the company’s Annual Report on Form 10-K for the year ended December 31, 2009 and its other quarterly and periodic reports filed with the SEC. These statements reflect the company's current beliefs and are based upon information currently available to it. Be advised that developments subsequent to this press release are likely to cause these statements to become outdated with the passage of time.

Important Information

AMN Healthcare intends to file a proxy statement and other relevant materials with the SEC to obtain shareholder approval of (i) the convertibility rights of the preferred stock issued to former Medfinders’ shareholders in the acquisition into shares of AMN Healthcare common stock and (ii) the voting rights of such preferred stock (the “Stockholder Approval”). INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT AND OTHER RELEVANT MATERIALS FILED WITH THE SEC CAREFULLY IN THEIR ENTIRETY AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE STOCKHOLDER APPROVAL. The proxy statement, any amendments or supplements to the proxy statement and other relevant documents filed by AMN Healthcare with the SEC will be available free of charge through the web site maintained by the SEC at www.sec.gov or by calling the SEC at telephone number 1-800-SEC-0330. Free copies of these documents may also be obtained from AMN Healthcare’s website at www.amnhealthcare.com or by writing to: AMN Healthcare Services, Inc., 12400 High Bluff Drive, Suite 100, San Diego, California 92130, Attention: Investor Relations.

AMN Healthcare and its directors and executive officers are deemed to be participants in the solicitation of proxies from the stockholders of AMN Healthcare in connection with the Stockholder Approval. Information regarding AMN Healthcare’s directors and executive officers is included in AMN Healthcare’s definitive proxy statement for its 2010 annual meeting of stockholders held on April 14, 2010, which was filed with the SEC on March 12, 2010. Other information regarding the participants in such proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be included in the proxy statement to be filed in connection with the Stockholder Approval.

Cautionary Statement

The issuance of the securities in the transactions described in this press release have not been registered under the Securities Act, or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws. This press release shall not constitute an offer to sell or the solicitation of an offer to buy the securities, nor shall there be any sale of the securities in any jurisdiction or state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction or state.

Contact (Investor Related Questions):

Amy C. Chang
Vice President, Investor Relations
866.861.3229

Contact (Media Related Questions):

Don Cowan
Sr. Director, Corporate Communications
866.756.6635

CONTACT: Investors—Amy C. Chang, Vice President, Investor Relations of AMN Healthcare Services, Inc., 1-866-861-3229; Media—Don Cowan, Sr. Director, Corporate Communications of AMN Healthcare Services, Inc., 1-866-756-6635