
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **January 24, 2017**

GEE GROUP, INC

(Exact name of registrant as specified in its charter)

<u>Illinois</u> (State or other jurisdiction of incorporation or organization)	<u>1-05707</u> (Commission File Number)	<u>36-6097429</u> (I.R.S. Employer Identification Number)
<u>184 Shuman Blvd., Ste. 420, Naperville, Illinois</u> (Address of principal executive offices)		<u>60563</u> (Zip Code)

Registrant's telephone number, including area code: **(630) 954-0400**

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

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

Item 1.01 Entry into a Material Definitive Agreement

On January 20, 2017, GEE Group, Inc. (the “Company”) entered into Addendum No. 1 (the “Addendum”) to the Stock Purchase Agreement dated as of January 1, 2016 (the “Palladin Agreement”) by and among the Company and Enoch S. Timothy and Dorothy Timothy (collectively, the “Sellers”). Pursuant to the terms of the Addendum, the Company and the Sellers agreed (a) that the conditions to the “Earnouts” (as defined in the Palladin Agreement) had been satisfied or waived and (b) that the amounts payable to the Sellers in connection with the Earnouts shall be amended and restructured as follows: (i) the Company shall pay \$250,000 in cash to the Sellers on or prior to January 31, 2017 (the “Earnout Cash Payment”) and (ii) the Company shall issue to the Sellers a subordinated promissory note in the principal amount of \$1,000,000 (the “Subordinated Note”). The Subordinated Note shall bear interest at the rate of 5.5% per annum. Interest on the Subordinated Note shall be payable monthly. The Subordinated Note shall have a term of three years and may be prepaid without penalty. The principal of and interest on the Subordinated Note may be paid, at the option of the Company, either in cash or in shares of common stock of the Company or in any combination of cash and common stock. The Sellers have agreed that all payments and obligations under the Subordinated Note shall be subordinate and junior in right of payment to any “Senior Indebtedness” (as defined in the Palladin Agreement) now or hereafter existing to “Senior Lenders” (current or future) (as defined in the Palladin Agreement).

Also, on January 20, 2017, the Company, Triad Personnel Services, Inc. (“TPS”), Business Management Personnel, Inc. (“BUMPS”), BMPS, Inc. (“BMPSOH”), BMCH, Inc. (“BMCH”), BMCHPA, Inc. (“BMCHPA”), Triad Logistics, Inc. (“Triad”), Scribe Solutions, Inc. (“Scribe”), Agile Resources, Inc. (“Agile”), Access Data Consulting Corporation (“Access Data”) and Paladin Consulting, Inc., (“Paladin” and collectively with the foregoing, the “Borrowers”), and ACF FINCO I LP, f/k/a Keltic Financial Partners II, LP (“Lender”) entered into a Tenth Amendment, Consent and Waiver dated as of January 20, 2017 (the “Amendment”) to the Loan and Security Agreement dated September 27, 2013, as amended by a First Amendment effective as of December 31, 2013, by a Second Amendment effective as of December 3, 2014, by a Third Amendment, Consent and Waiver effective as of April 1, 2015 and by a Fourth Amendment, Consent and Waiver effective as of June 15, 2015, by a Fifth Amendment, Consent and Waiver dated as of August 1, 2015, by a Sixth Amendment, Consent and Waiver dated as of September 18, 2015, by a Seventh Amendment, Consent and Waiver effective as of October 4, 2015, by an Eighth Amendment Consent and Waiver effective as of January 1, 2016 and by a Ninth Amendment Consent and Waiver effective as of September 27, 2016 by and among the Borrowers and the Lender (as so amended, the “Credit Agreement” and, as amended by the Amendment, the “Amended Credit Agreement”). Pursuant to the Amendment, the Lender agreed (i) to consent to the Company’s execution and delivery of the Addendum and the consummation of the transactions contemplated by the Addendum, (ii) to allow the Company to pay the Earnout Cash Payment to the Sellers, (iii) to allow the Company to issue the Subordinated Note to the Sellers and (iv) to amend the terms of the Credit Agreement to reflect the amended and restructured terms of the Earnouts. In connection with the execution and delivery of the Amendment, the Sellers and the Lender executed and delivered Amendment No. 1 dated January 20, 2017 to the Subordination Agreement between the Sellers and the Lender dated as of January 1, 2016.

Also in connection with the execution of the Amendment, the Borrowers, the Validity Party, the Guarantor, the Subordinated Creditors and the Lender executed and delivered a Reaffirmation Agreement effective as of January 20, 2017 (the “Reaffirmation Agreement”) pursuant to which, among other things, (i) the Borrowers reaffirmed their obligations to Lender under each of the Loan Documents (as defined in the Reaffirmation Agreement), (ii) the Validity Party (as defined in the Reaffirmation Agreement) reaffirmed his obligations under the Validity Agreement (as defined in the Reaffirmation Agreement) and each of the Loan Documents, (iii) the Guarantor (as defined in the Reaffirmation Agreement) reaffirmed his obligations under the Amended and Restated Guaranty Agreement dated on or about September 27, 2013 and each of the Loan Documents and (iv) each of the Subordinated Creditors (as defined in the Reaffirmation Agreement) reaffirmed its obligations under its respective Subordination Agreement (as defined in the Reaffirmation Agreement).

Copies of the Addendum and the Amendment are attached hereto as Exhibits 10.1, and 10.2, respectively. The descriptions of the Addendum and the Amendment contained in this Current Report on the Form 8-K are qualified in their entirety by reference to Exhibits 10.1 and 10.2.

Item 2.03 Creation of a Direct Financial Obligation.

The information contained in Item 1.01 of this Form is hereby incorporated by reference into this Item 2.03. A copy of the Subordinated Note is attached hereto as Exhibit 4.1. The description of the Subordinated Note contained in this Current Report on Form 8-K is qualified in its entirety by reference to Exhibit 4.1.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 of this Form is hereby incorporated by reference into this Item 3.02. The shares of Company common stock which may be issued to Sellers as payment of the principal of or interest on the Subordinated Note will not be registered under the Securities Act of 1933, as amended (the "Act"). Each of the Sellers is an accredited investor. The issuance of the shares of Company common stock to each of the Sellers is exempt from the registration requirements of the Act in reliance on an exemption from registration provided by Section 4(2) of the Act.

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

No.	Description
4.1	Form of Subordinated Promissory Note dated January 20, 2017 issued by GEE Group, Inc. to Enoch S. Timothy and Dorothy Timothy
10.1	Addendum No. 1 dated January 20, 2017 to the Stock Purchase Agreement dated as of January 1, 2016 by and among GEE Group, Inc. and Enoch S. Timothy and Dorothy Timothy.
10.2	Tenth Amendment, Consent and Waiver dated as of January 1, 2016 (the "Amendment") to the Loan and Security Agreement dated September 27, 2013 by and among the Company, the Borrowers named therein and ACF FINCO I LP, as Lender

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, thereunto duly authorized.

GEE GROUP, INC.

Date: January 25, 2017

By: */s/ Andrew J. Norstrud*

Andrew J. Norstrud
Chief Financial Officer

THIS SUBORDINATED NOTE AND ANY DEBT RELATED SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR APPLICABLE STATE LAW, AND NO INTEREST THEREIN MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS: (i) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES; (ii) THE MAKER RECEIVES AN OPINION OF LEGAL COUNSEL REASONABLY SATISFACTORY TO THE MAKER STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION; OR (iii) THE MAKER OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION

THIS NOTE AND THE INDEBTEDNESS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATED IN PAYMENT TO THE OBLIGATIONS OF MAKER TO ACF FINCO I LP PURSUANT TO THE TERMS AND PROVISIONS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED January 20, 2017 BETWEEN ACF FINCO I LP AND ENOCH S. TIMOTHY AND DOROTHY TIMOTHY, THE ORIGINAL HOLDERS OF THIS NOTE

SUBORDINATED NONNEGOTIABLE PROMISSORY NOTE

\$1,000,000
January 20, 2017

Dallas, Texas

FOR VALUE RECEIVED, **GEE GROUP, INC.**, an Illinois corporation (“Maker”), promises to pay to **Enoch S. Timothy and Dorothy Timothy** (collectively, “Payee”), in lawful money of the United States of America, the principal sum of **\$1,000,000**, together with interest in arrears on the unpaid principal balance at an annual rate of 5.5%, in the manner provided below. Interest will be calculated on the basis of a year of 365 or 366 days, as applicable, and charged for the actual number of days elapsed.

This Subordinated Nonnegotiable Promissory Note (“Subordinated Note”) has been executed and delivered pursuant to, and is subject to the terms and conditions of, a Stock Purchase Agreement dated January 1, 2016, among Maker and Sellers named therein, including Payee, as amended by an Addendum No. 1 to Stock Purchase Agreement dated **January 20, 2017** (as so amended, the “Purchase Agreement”) which is, by this reference, incorporated in, and made a part of, this Subordinated Note. Capitalized terms used in this Subordinated Note without definition have the respective meanings given to them in the Purchase Agreement.

1. PAYMENTS

- (a) Interest only will be paid in 36 consecutive monthly payments of \$4,583.33 beginning on the thirty first (31st) day after the date of this Subordinated Note (adjusted to be payable on the first Business Day after such date if it falls on a weekend or federal holiday);
- (b) Principal shall be paid in a balloon payment of \$1,000,000 (or any remaining balance, if a different amount remains outstanding at such time) on the third (3rd) anniversary of the date of this Subordinated Note;
- (c) All payments of principal and interest on this Subordinated Note will be made by check at 3302 Wilton Woods Court, Colleyville, Texas 76034, or at such other place in the United States of America as Payee may designate to Maker in writing or by wire transfer of immediately available funds to an account as Payee may designate to Maker in writing. If any payment of principal of, or interest on, this Subordinated Note becomes due on a day that is not a Business Day, such payment will be due on the next succeeding Business Day, and such extension of time shall be taken into account in calculating the amount of interest payable under this Subordinated Note.

- (d) Maker may, without premium or penalty paid to Payee, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Subordinated Note, provided that each such prepayment is accompanied by accrued interest on the amount of principal prepaid calculated to the date of such prepayment (subject to the rights of Senior Lenders and the restrictions set forth in Paragraph 2 below, as applicable). Any partial prepayments will be applied to installments of principal in inverse order of their maturity.
- (e) Maker may withhold and set off against any amount due on this Subordinated Note, the amount of any claim for indemnification, payment, or reimbursement to which Maker may be entitled arising from the Purchase Agreement, any other agreement entered into pursuant to the Purchase Agreement, or otherwise.

2. SUBORDINATION

- (a) Payee by acceptance of this Subordinated Note agrees that the indebtedness evidenced by this Subordinated Note, and any renewals or extensions thereof, shall at all times and in all respects be subordinate and junior in right of payment to any Senior Indebtedness now or hereafter existing. "Senior Indebtedness" shall have the meaning given such term in the Purchase Agreement.

As used in this Subordinated Note, the term 'Senior Lender' shall have the meaning given such term in the Purchase Agreement.

- (b) Notwithstanding anything to the contrary in Paragraph 1 or 3 (or otherwise) of this Subordinated Note, prior to the date on which all Senior Indebtedness is repaid ("Senior Indebtedness Repayment Date"), (i) *if a default or an Event of Default is then existing and continuing on or under any of the Senior Indebtedness* or the provisions of any document evidencing or securing the Senior Indebtedness (called "Senior Loan Documents"), or (ii) if a payment made or to be made by Maker under or towards the obligations under this Subordinated Note (or any related document), including without limitation scheduled, unscheduled, post-acceleration or as an early (pre-) payment, is or would (including with notice or the passage of time) represent or cause a default or Event of Default under the Senior Indebtedness or any document evidencing or securing the Senior Indebtedness, then no payment either of principal or interest (notwithstanding the expressed maturity or any time for the payment of principal or interest on this Subordinated Note) or any other amount due under this Subordinated Note shall be made on this Subordinated Note, and the Payee or any legal holder of this Subordinated Note will take no steps, whether by suit or otherwise, to compel or enforce the collection of this Subordinated Note or to enforce any lien or security interest related right in connection with the Subordinated Note debt obligation (other than and only to the extent necessary to preserve its *subordinated* lien rights and lien priority in the applicable assets and only so long as that specific enforcement action or activity does not impair the rights of any Senior Lender or its enforcement of its senior debt or represent a default under the terms of any Senior Loan Documents or the other Senior Indebtedness loan documents, and subject to the remaining provisions of this instrument under this Paragraph 2), nor will the Payee or legal holder use this Subordinated Note by way of counterclaim, setoff, recoupment or otherwise so as to diminish, discharge or otherwise satisfy in whole or in part any indebtedness or liability of the Payee or such holder to the Maker, whether now existing or hereafter arising and howsoever evidenced, unless in each case the applicable Senior Lender consents or agrees to same in writing.

- (c) In the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization, arrangement or other similar proceedings in connection therewith, relative to the Maker or to its creditors, as such, or to its property, and in the event of any proceedings, for voluntary liquidation, dissolution or other winding-up of the Maker, whether or not involving insolvency or bankruptcy, then the holder of Senior Indebtedness shall be entitled to receive payment in full of all principal, premium and interest on all Senior Indebtedness before the Payee is entitled to receive any payment on account of principal, premium or interest upon this Subordinated Note.
- (d) The Payee and each and every other legal holder of this Subordinated Note by acceptance hereof agrees for the benefit of each holder of Senior Indebtedness (and for the benefit of each Senior Lender of future Senior Indebtedness expressly contemplated within the definitions thereof in this Subordinated Note, upon the written request of Maker (for a prospective lender) or a then current Senior Lender) to promptly execute and deliver a subordination and inter-creditor agreement confirming the subordination of this note to that current or prospective Senior Lender's priority rights in the form and substance as reasonably requested by the applicable current or prospective Senior Lender.
- (e) No present or future holder of Senior Indebtedness shall be prejudiced in his right to enforce subordination of this Subordinated Note by any act or failure to act on the part of the Maker. The provisions of this Subordinated Note are solely for the purpose of defining the relative rights of the holders of Senior Indebtedness on the one hand and the Payee or other legal holder of this Subordinated Note on the other hand and nothing herein shall impair as between the Maker and the Payee or other legal holder of this Subordinated Note the obligation of the Maker, which is unconditional and absolute, to pay to the holder hereof the principal, premium, if any, and interest thereon in accordance with its terms, nor shall anything herein prevent the Payee or other legal holder of this Subordinated Note from exercising all remedies otherwise permitted by applicable law or hereunder upon default hereunder, subject to the rights, if any, under this Subordinated Note of holder of Senior Indebtedness to receive cash, property or securities otherwise payable or deliverable to the Payee or other legal holder of this Subordinated Note.
- (f) Maker agrees, for the benefit of the holders of Senior Indebtedness, that in the event that this Subordinated Note or portion thereof shall become due and payable before its expressed maturity for any reason other than the mere passage of time (a) Maker will give prompt notice in writing of such happening to the holders of Senior Indebtedness and (b) subject to the terms and provisions of the applicable Senior Loan Documents, any and all Senior Indebtedness shall forthwith become immediately due and payable upon demand by the holder thereof, regardless of the expressed maturity thereof.
- (g) The Payee and each and every other legal holder of this Subordinated Note by acceptance hereof shall undertake and agree for the benefit of each holder of Senior Indebtedness (or the benefit of a prospective holder of Senior Indebtedness, upon the written request of Maker or a current Senior Lender) to execute, verify, deliver and file any (a) proofs of claim, consents, assignments or other instruments which the holder of any Senior Indebtedness may at any time require in order to prove and realize upon any rights or claims pertaining to this Subordinated Note and to effectuate the full benefit of the subordination contained herein; and upon failure of the Payee or other legal holder of this Subordinated Note so to do such holder of Senior Indebtedness shall be deemed to be irrevocably appointed the agent and attorney-in-fact of the Payee or other legal holder of this Subordinated Note to execute, verify, deliver and file any such proofs of claim, consents, assignments or other instruments, and (b) any and all subordination agreements and other indicia of subordination.

- (h) Except for (and only to the extent of) amounts paid and received subject to and in accordance and compliance with the terms of this Subordinated Note, as applicable, Payee agrees by acceptance of this Subordinated Note that he shall immediately repay to the Maker any amounts he receives as payment of this Subordinated Note from the Maker so long as any Senior Indebtedness is outstanding.

3. ELECTION FOR PAYMENT IN GEE SHARES

Maker may, at Maker's option (in Maker's sole discretion), elect to make one or more payments of principal due under this Subordinated Note in the form of common stock shares of the Maker (the "PIK Shares"), the number of such shares being based on the un-weighted average closing price of the publicly traded GEE stock (NYSE:JOB) during the twenty (20) trading days preceding the date of Maker's election to make such payment in GEE stock (the "Payment Issue Price"), provided however, that if, during such twenty day trading period, Buyer pays a dividend in, splits, combines into a smaller number of shares, or issues by reclassification any additional shares of GEE Common Stock (a "Stock Event"), then the closing prices used in the above calculation shall be appropriately adjusted to provide the Payee the same economic effect as contemplated by this Note prior to such action. Maker shall provide Payee with written notice of his election under this Paragraph 3 at least thirty (30) days prior to the payment due date and shall deliver the certificates of PIK Shares to Payee within thirty (30) days after such due date. This Note is being issued pursuant to Addendum#1 to the Stock Purchase Agreement between Maker and Payee dated on or about the date of this Note (the "Addendum"). If any PIK Shares are issued, they shall be subject to the restrictions set forth in the Addendum.

4. DEFAULTS

- (a) The occurrence of any one or more of the following events with respect to Maker will constitute an event of default under this Subordinated Note ("Event of Default"):
 - (i) If Maker fails to pay when due any payment of principal of, or interest on, this Subordinated Note and such failure continues for fifteen (15) days after Payee notifies Maker of such failure to pay in writing; provided, however, that the exercise by Maker in good faith of its right of setoff pursuant to Paragraph 1(d) above, whether or not ultimately determined to be justified, will not constitute an Event of Default.
 - (ii) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"), Maker: (A) commences a voluntary case or proceeding; (B) consents to the entry of an order for relief against it in an involuntary case; (C) consents to the appointment of a trustee, receiver, assignee, liquidator, or similar official; (D) makes an assignment for the benefit of its creditors; or (E) admits in writing its inability to pay its debts as they become due.
 - (iii) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (A) is for relief against Maker in an involuntary case; (B) appoints a trustee, receiver, assignee, liquidator, or similar official for Maker or substantially all of Maker's assets; or (C) orders the liquidation of Maker, and in each case the order or decree is not dismissed within 60 days.

- (b) Upon the occurrence of an Event of Default under Paragraph 4(a)(i) (unless all Events of Default have been cured by Maker or waived by Payee), Payee may, at its option, subject to the provisions of Paragraph 2 [and 3] above, (i) by written notice to Maker, declare the entire unpaid principal balance of this Subordinated Note, together with all accrued and unpaid interest thereon, immediately due and payable regardless of any prior forbearance, and (ii) exercise any and all rights and remedies available to it under applicable law, including the right to collect from Maker all amounts due under this Subordinated Note. Upon the occurrence of an Event of Default under Paragraph 4(a)(ii) or (iii) of this Subordinated Note, the entire unpaid principal balance of this Subordinated Note, together with all accrued and unpaid interest thereon, will become immediately due and payable, subject to the provisions of Paragraph 2 [and 3] above.
- (c) Upon the occurrence of an Event of Default, as described under Paragraph 4 of this Subordinated Note, prior to the date on which all Senior Indebtedness is repaid, the Payee may elect (provided the Payee elects to and does duly declare an Event of Default, subject to and in accordance with the terms of this instrument) to receive the (entire) payment of the then remaining principal amount due under this Subordinated Note plus all accrued and previously unpaid interest thereon (“Default Amount for Share Exchange”) in the form of common stock shares of the Maker, the number of such shares being based on the un-weighted average closing price or the publicly traded GEE stock (NYSE:JOB) during the twenty (20) trading days preceding the date of date of the Seller’s election (the “Default Issue Price”), calculated as follows: (i) that number of fully paid and non-assessable shares of the Maker’s Common Stock, multiplied by (ii) the Default Issue Price as is equal to the Default Amount for Share Exchange (subject to any stock splits, sub-divisions, stock dividends, combinations and the like affecting the Common Stock). Payee acknowledges that any such election by the Payee in accordance with this Paragraph 4 above shall be binding upon Payee; and provided Payee’s right to exercise this remedy shall apply only so long as (a) such exercise does not represent a default or Event of Default under the (or any) Senior Indebtedness (or any related Senior Loan Documents evidencing or securing same), or (b) the applicable Senior Lender(s) consents or agrees to same in writing.

5. MISCELLANEOUS

- (a) Waivers of Presentment, Demand, etc. No delay or omission on the part of Payee in exercising any right under this Subordinated Note will operate as a waiver of that right, or of any other rights under this Subordinated Note. Presentment, demand, protest, notice of dishonor, and all other notices are waived by Maker.
- (b) Assignments and Successors. This Subordinated Note may not be assigned or transferred by Payee without the prior written consent of Maker. Any purported assignment or transfer without such prior written consent will be void. Subject to the foregoing, this Subordinated Note will inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and permitted assigns of Payee.
- (c) Attorneys’ Fees. If any legal action, arbitration proceeding or similar proceeding is brought for the enforcement or interpretation of this Agreement or any of its provisions, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys’ fees and costs, in addition to any other relief which may be granted. This shall apply, without limitation, to any appeals or remands.
- (d) Governing Law. All matters relating to or arising out of this Subordinated Note will be governed by and construed and interpreted under the laws of the State of Florida, without regard to conflicts-of-laws principles that would require the application of any other law.

- (e) Notices. Any notice required or permitted to be given under this Subordinated Note shall be given in accordance with the “Notice” provisions in Section 11(h) of the Purchase Agreement.
- (f) Severability. If any provision of this Subordinated Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Subordinated Note will remain in full force and effect. Any provision of this Subordinated Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (g) Usury Savings. In no event will Payee be entitled to unearned or unaccrued interest or other charges or rebates, except as may be authorized by law; nor will Payee be entitled to or receive at any time any charges not allowed or permitted by law, or any interest in excess of the highest lawful rate. Any payments of interest in excess of the highest lawful rate will be credited by Payee on interest accrued or principal or both; except that Maker will have an option to demand refund as to any interest or charges in excess of the highest lawful rate.
- (h) Waiver of Jury Trial. MAKER AND PAYEE (AND ANY LEGAL HOLDER EACH BY ITS ACCEPTANCE OF THIS SUBORDINATED NOTE) AGREE AS FOLLOWS: (a) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AN “ACTION”) BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS SUBORDINATED NOTE OR ANY RELATED DOCUMENTS (INCLUDING THE ‘PURCHASE AGREEMENT’), INSTRUMENTS, OR AGREEMENTS (WHETHER ORAL OR WRITTEN AND WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF EITHER PARTY); (b) NEITHER OF THEM MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (c) NEITHER OF THEM WILL SEEK TO CONSOLIDATE AN ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED; AND (d) NEITHER OF THEM HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, Maker has executed and delivered this Subordinated Note as of the date first written above.

GEE GROUP, INC., an Illinois corporation

By: _____
 Name: _____
 Title: _____

ADDENDUM NO. 1 TO STOCK PURCHASE AGREEMENT

(Earnout Modification)

This Addendum No. 1 to Stock Purchase Agreement (the "Addendum") is executed this 20th day of January, 2017 by and between **GEE GROUP, INC.**, an Illinois corporation, formerly known as GENERAL EMPLOYMENT ENTERPRISES, INC. ("Buyer" or "GEE") and **ENOCH S. TIMOTHY** ("E. Timothy") and **DOROTHY TIMOTHY** ("D. Timothy"; E. Timothy and D. Timothy are collectively called "Sellers")

WITNESSETH:

WHEREAS, Buyer and Sellers have, as of January 1, 2016 entered into and closed a Stock Purchase Agreement ("the SP Agreement") by which Buyer has acquired all outstanding shares of Paladin Consulting, Inc. ("Paladin").

WHEREAS, the SP Agreement provides for two (2) potential "Earnouts" (the "Earnouts"), the terms of which are set forth in Appendix II for an "Earnout" of up to \$750,000 and Appendix III for an "Additional Earnout" of up to \$500,000.

WHEREAS, the parties desire to change the provisions of the Earnouts as set forth in this Addendum.

(All capitalized words and terms which are used in this Addendum with their initial letters capitalized and which are not defined in this Addendum shall have the meanings set forth for such words and terms as defined in the SP Agreement.)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Earnouts. The parties agree that the conditions to the Earnouts are satisfied or waived and that the Earnouts are amended to be paid to the Sellers as follows:
 - i. The amount of \$250,000 shall be paid in immediately available funds on or before January 31, 2017; and
 - ii. A subordinated promissory note in the principal amount of \$1,000,000 in the form attached as Exhibit A to this Addendum (the "Promissory Note") shall be issued to the Sellers by GEE. As more particularly set forth in Exhibit A, the Promissory Note (i) shall bear interest at the rate of 5.5% per annum; (ii) shall provide for interest only payments monthly, and the full principal amount shall be payable in a balloon payment on or before the 3rd anniversary of the date of issuance (i.e, a balloon note); (iii) may be prepaid without penalty; and (iv) may be paid at the option of GEE in immediately available funds or shares of GEE Common Stock or any combination of those.

2. Sellers' Representations, Warranties and Covenants Concerning GEE Shares. The Sellers acknowledge that shares of GEE Common Stock may be issued in payment of the Promissory Note. The Shares of GEE Common Stock issued to the Sellers pursuant to this Addendum are the "GEE Shares." Sellers, and each Seller, represent, warrant and covenant to Buyer that the following statements contained in this Paragraph 2 are correct and complete as of the date of this Agreement.

- (i) *Access to Information.* Each Seller understands that an investment in the GEE Shares involves a high degree of risk and long term or permanent illiquidity, including, risk of loss of their entire investment. Sellers have been given full and complete access to the Buyer for the purpose of obtaining such information as each Seller or that Seller's qualified representative has reasonably requested in connection with the decision to acquire the GEE Shares. The Sellers have received and reviewed copies of the filings by Buyer with SEC under the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended (the "Public Reports"). The Sellers have been afforded the opportunity to ask questions of the officers of the Buyer regarding its business prospects, all as each Seller (or that Seller's investor's representatives) has deemed necessary to make an informed investment decision to purchase the GEE Shares.
- (ii) *Restricted Securities.* (A) Sellers have been advised that none of the GEE Shares have been registered under the Securities Act or any other applicable securities laws. Sellers acknowledge that the GEE Shares will be issued as "restricted securities" as defined by Rule 144 promulgated pursuant to the Securities Act. None of the GEE Shares may be resold in the absence of an effective registration thereof under the Securities Act and applicable state securities laws unless, in the opinion of counsel reasonably satisfactory to the Buyer, an applicable exemption from registration is available; (B) Sellers are acquiring the GEE Shares for each Seller's own account, and not as nominee or agent, for investment purposes only and not with a view to, or for sale in connection with, a distribution, as that term is used in Section 2(11) of the Securities Act, in a manner which would require registration under the Securities Act or any state securities laws; (C) each Seller understands and acknowledges that the certificates representing the GEE Shares will bear substantially the following legend:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE LAW, AND NO INTEREST THEREIN MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS: (i) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES; (ii) THE COMPANY RECEIVES AN OPINION OF LEGAL COUNSEL REASONABLY SATISFACTORY TO THE COMPANY STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION; OR (iii) THE COMPANY OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION."

and (D) Sellers acknowledge that an investment in the GEE Shares is not liquid and is transferable only under limited conditions. Sellers acknowledge that such securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Sellers are aware of the provisions of Rule 144 promulgated under the Securities Act ("Rule 144"), which permits limited resale of restricted securities subject to the satisfaction of certain conditions and that Rule 144 is not now available and, in the future, may not become available for resale of any of the GEE Shares.

(iii) *Sellers' Sophistication and Ability to Bear Risk of Loss.* Each Seller is an Accredited Investor as that term is defined in Regulation D of the Securities Exchange Act, and is able to protect its interests in connection with the acquisition of the GEE Shares and can bear the economic risk of investment in such securities without producing a material adverse change in each respective Seller's financial condition. Each Seller, either alone or with Sellers' Representative, otherwise has such knowledge and experience in financial or business matters that said Seller is capable of evaluating the merits and risks of the investment in the GEE Shares.

(iv) *Restriction or Transfer of GEE Shares.* Sellers shall not transfer, assign or convey the GEE Shares within twelve (12) months of issuance of those shares. The stock certificates for those shares shall bear a legend to that effect.

3. Subordination Agreement. The Promissory Note and the obligations that it evidences shall be subordinated to **[the loans of GEE's current and future senior lenders]**. The Sellers agree to enter into such subordination agreements as reasonably requested by those lenders. The Sellers agree to enter into a subordination agreement with GEE's current senior lender in the form of Exhibit B, which is attached hereto and incorporated herein by reference.
4. Effect of Addendum. Except as expressly modified by this Addendum, the Stock Purchase Agreement and all other documents evidencing the Closing shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Addendum as of the date set forth above.

“BUYER”

“SELLERS”

GEE Group, Inc., an Illinois corporation.

By: _____
Print Name: _____
Title: _____

Enoch S. Timothy, individually

Dorothy Timothy, individually

EXHIBIT A
FORM OF PROMISSORY NOTE
(SEE ATTACHED)

EXHIBIT B
SUBORDINATION AGREEMENT
(SEE ATTACHED)

TENTH AMENDMENT, CONSENT AND WAIVER

TO THE

LOAN AND SECURITY AGREEMENT

BETWEEN

GEE GROUP INC. (FORMERLY GENERAL EMPLOYMENT ENTERPRISES, INC.), TRIAD PERSONNEL SERVICES, INC.,

BUSINESS MANAGEMENT PERSONNEL, INC., BMPS, INC., BMCH, INC., BMCHPA, INC.,

TRIAD LOGISTICS, INC., SCRIBE SOLUTIONS, INC., AGILE RESOURCES, INC.,

ACCESS DATA CONSULTING CORPORATION

AND

PALADIN CONSULTING, INC.

AND

ACF FINCO I LP

DATED AS OF SEPTEMBER 27, 2013

Amendment Effective Date: January 20, 2017

TENTH AMENDMENT, CONSENT AND WAIVER TO LOAN AND SECURITY AGREEMENT

This Tenth Amendment, Consent and Waiver (this "**Amendment**") is entered into this 20th day of January, 2017, between **GEE GROUP INC.** (formerly *General Employment Enterprises, Inc.*), a corporation organized under the laws of the State of Illinois ("**GEE**"), **TRIAD PERSONNEL SERVICES, INC.**, a corporation organized under the laws of the State of Illinois ("**TPS**"), **BUSINESS MANAGEMENT PERSONNEL, INC.**, a corporation organized under the laws of the State of Ohio ("**BUMPS**"), **BMPS, INC.**, a corporation organized under the laws of the State of Ohio ("**BMPSOH**"), **BMCH, INC.**, a corporation organized under the laws of the State of Ohio ("**BMCH**"), **BMCHPA, INC.**, a corporation organized under the laws of the Commonwealth of Pennsylvania ("**BMCHPA**"), **TRIAD LOGISTICS, INC.**, a corporation organized under the laws of the State of Ohio ("**Triad**"), **SCRIBE SOLUTIONS, INC.**, a corporation organized under the laws of the State of Florida ("**Scribe**"), **AGILE RESOURCES, INC.**, a corporation organized under the laws of the State of Georgia, ("**Agile**"), **ACCESS DATA CONSULTING CORPORATION**, a corporation organized under the laws of the State of Colorado ("**Access Data**"), and **PALADIN CONSULTING, INC.**, a corporation organized under the laws of the state of Texas ("**Paladin**"), and collectively with the foregoing, "**Borrower**", and **ACF FINCO I LP**, a limited partnership formed under the laws of the State of Delaware ("**Lender**").

RECITALS:

Borrower and Lender are parties to a Loan and Security Agreement dated September 27, 2013, as amended by a First Amendment effective as of December 31, 2013, by a Second Amendment effective as of December 3, 2014, by a Third Amendment, Consent and Waiver effective as of April 1, 2015 and by a Fourth Amendment, Consent and Waiver effective as of June 15, 2015, by a Fifth Amendment, Consent and Waiver dated as of August 1, 2015, by a Sixth Amendment, Consent and Waiver dated as of September 18, 2015, by a Seventh Amendment, Consent and Waiver effective as of October 4, 2015, by an Eighth Amendment, Consent and Waiver dated as of January 1, 2016, and by a Ninth Amendment effective as of September 27, 2016 (as so amended, the "**Credit Agreement**"), in connection with which Borrower has executed and delivered to Lender an Amended and Restated Revolving Credit Note dated on or about September 27, 2016 in the maximum principal amount of \$10,000,000 (the "**Revolving Credit Note**"), and Borrower and others have executed and/or delivered to Lender certain other agreements, documents and instruments (all of the foregoing, as the same may be amended, restated, extended or otherwise modified from time to time, to be collectively referred to as the "**Loan Documents**"). Unless otherwise defined in the Recitals, all capitalized terms in these Recitals shall have the meanings ascribed to such terms in the Loan Documents.

Pursuant to the terms of the Credit Agreement Borrower is prohibited from incurring Indebtedness to third parties unless specifically provided for in the Credit Agreement, is restricted in its ability to make payments of Indebtedness to third parties unless specifically provided for in the Credit Agreement and is prohibited from making changes to such Indebtedness. In connection with GEE's acquisition of Paladin Consulting, Inc. GEE is required to pay to Enoch S. Timothy and Dorothy L. Timothy (collectively, the "**Paladin Sellers**") an "Earnout" and an "Additional Earnout" (collectively, the "**Paladin Earnouts**") as provided in Appendix II and Appendix III to the Stock Purchase Agreement between GEE and the Paladin Sellers dated on or about January 1, 2016 (the "**Paladin Stock Purchase Agreement**") and the other agreements, documents and instruments executed and/or delivered in connection therewith (collectively, the "**Paladin Stock Purchase Documents**"). Lender has entered into a Subordination Agreement with the Paladin Sellers dated on or about January 1, 2016 (the "**Paladin Subordination Agreement**") pursuant to which the Paladin Sellers have agreed to subordinate the payment of Indebtedness owed by GEE to the Paladin Sellers to the payment of the Obligations, to prohibit any amendment of the Indebtedness payable by GEE to the Paladin Sellers, and to such other terms and provisions as provided in the Paladin Subordination Agreement.

Borrower has requested, and Lender has agreed, upon the terms and conditions contained in this Amendment, to permit GEE and the Paladin Sellers to modify the terms for payment of, and the structure of, the Earnout and Additional Earnout payable under the terms of the Paladin Stock Purchase Documents as provided in an Addendum No. 1 to the Paladin Stock Purchase Agreement dated on or about the date hereof (“*Addendum No. 1*”), and to make such other changes to the Credit Agreement and the Loans as described herein.

AGREEMENT:

1. Defined Terms. Unless otherwise defined in the Recitals or in the body of this Amendment, all capitalized terms shall have the meanings ascribed to such terms in the Loan Documents.

2. Borrower Representations. Borrower hereby represents to Lender, that:

(a) All Loan Documents executed by Borrower, including without limitation the Credit Agreement, constitute valid and legally binding obligations of Borrower, enforceable against Borrower in accordance with the terms thereof;

(b) Borrower has no claims, offsets, counterclaims, or defenses with respect to the payment or performance of any Obligations owing to Lender under any of the Loan Documents;

(c) No Default or Event of Default shall have occurred and be continuing under the terms of the Loan Documents; and

(d) As a material inducement to Lender entering into this Amendment Borrower acknowledges and agrees that Lender is relying on the accuracy and veracity of each of the representations contained in this paragraph 2.

3. Consent and Waiver. Subject to the terms, conditions, representations and warranties contained herein, Lender hereby (i) consents to Borrower’s execution and delivery of Addendum No. 1 in the form attached hereto as Exhibit A and the transactions contemplated thereby, (ii) consents, subject to Borrower’s Borrowing Capacity equal or exceeding One and 00/100 Dollars (\$1.00) after payment of the “Paladin Earnout Payment” (defined below), as determined on a *pro forma* basis, to GEE’s payment of cash in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to the Paladin Sellers in connection with the restructuring of the Paladin Earnouts pursuant to the terms of Addendum No. 1 (the “*Paladin Earnout Payment*”), (iii) consents to GEE’s execution and delivery of a subordinated promissory note dated on or about the date hereof in original the principal amount of One Million and 00/100 Dollars (\$1,000,000.00) in the form attached hereto as Exhibit B in connection with the restructuring of the Paladin Earnouts pursuant to the terms of Addendum No. 1 (the “*Paladin Earnout Note*”), and (iv) agrees to waive the Defaults and Events of Default under Sections 8.1, 8.7 and 8.16 of the Credit Agreement that have or will occur as a result of GEE’s execution and delivery of Addendum No. 1 and the consummation of the transactions contemplated therein, the payment of the Paladin Earnout Payment, and the execution and delivery of the Paladin Earnout Note.

4. Amendment of Paladin Subordination Agreement. As a condition to Lender’s waiver and consents described in Section 3, above, and consent to the amendments to the Credit Agreement described herein, the Paladin Sellers shall have executed and delivered to Lender an Amendment No. 1 to the Paladin Subordination Agreement in form and content acceptable to Lender in Lender’s sole discretion.

5. Permitted Payments. The following amendments are hereby made to Section 8.7 of the Credit Agreement:

(a) Subsection (xvi) of Section 8.7(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(xvi) a cash payment by GEE to or for the benefit of Enoch S. Timothy and Dorothy L. Timothy, married individuals residing at 7905 Vale Court, North Richland Hills, Texas 76182 (collectively, the “**Paladin Sellers**”) on or about January 20th, 2017 in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) pursuant to the terms of Addendum No. 1 dated on or about January 20, 2017 (“**Addendum No. 1**”) to the Stock Purchase Agreement between GEE and the Paladin Sellers dated on or about January 1, 2016 (the “**Paladin Stock Purchase Agreement**”), as the Paladin Stock Purchase Agreement is in effect on the date of execution of Addendum No. 1 and as modified by Addendum No. 1, and disregarding any amendment, modification, restatement or replacement of the Paladin Stock Purchase Agreement, and all other agreements, documents or instruments executed and/or delivered by Paladin Consulting, Inc., a Texas corporation (“**Paladin**”), the Paladin Sellers, GEE or any other person in connection with the Paladin Stock Purchase Agreement or the transactions contemplated thereby (collectively, the “**Paladin Purchase Documents**”) after the date of execution of Addendum No. 1 (the “**Paladin Earnout Cash Payment**”);”

(b) Subsection (xvii) of Section 8.7(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(xvii) The issuance by GEE to the Paladin Sellers of a Subordinated Nonnegotiable Promissory Note dated January 20, 2017 in a maximum principal amount of One Million and 00/100 Dollars (\$1,000,000.00) pursuant to the terms of Addendum No. 1 (the “**Paladin Earnout Note**”), as the Paladin Earnout Note is in effect on the date of GEE’s execution and delivery of the Paladin Earnout Note, and disregarding any amendment, modification, restatement or replacement of the Paladin Earnout Note or any of the Paladin Purchase Documents after the date of GEE’s execution and delivery of the Paladin Earnout Note;

(A) Subject to clause (xvii), immediately above, payments of cash by GEE to the Paladin Sellers of regularly scheduled payments of interest due and payable under the terms of the Paladin Earnout Note in accordance with the terms of the Paladin Earnout Note, as the Paladin Earnout Note is in effect on the date of GEE’s execution and delivery of the Paladin Earnout Note, and disregarding any amendment, modification, restatement or replacement of the Paladin Earnout Note after the date of GEE’s execution and delivery thereof (each, a “**Permitted Earnout Note Interest Payment**”), but not any distribution, payment or other amount in prepayment of any obligations or liabilities of, relating to, or with respect to, any Permitted Earnout Note Interest Payment, whether mandatory, voluntary or otherwise, or due to the acceleration of maturity of any Permitted Earnout Note Interest Payment for any reason under the terms of the Paladin Earnout Note or any of the other Paladin Purchase Documents, as the Paladin Earnout Note and the Paladin Purchase Documents are in effect on the date of GEE’s execution and delivery of the Paladin Earnout Note, and disregarding any amendment, modification, restatement or replacement of the Paladin Earnout Note or any of the Paladin Purchase Documents after the date of GEE’s execution and delivery of the Paladin Earnout Note;

(B) Subject to clause (xvii), above, a payment of cash by GEE, or distribution of shares of GEE common stock, or any combination of cash and shares of GEE common stock (as provided in the Paladin Earnout Note), to the Paladin Sellers of the regularly scheduled payment of the principal due and payable under the terms of the Paladin Earnout Note on the maturity date of the Paladin Earnout Note in accordance with the terms of the Paladin Earnout Note, as the Paladin Earnout Note is in effect on the date of GEE's execution and delivery of the Paladin Earnout Note, and disregarding any amendment, modification, restatement or replacement of the Paladin Earnout Note after the date of GEE's execution and delivery thereof (each, a "**Permitted Earnout Note Maturity Payment**"), but not any distribution, payment or other amount in prepayment of any obligations or liabilities of, relating to, or with respect to, any Permitted Earnout Note Maturity Payment, whether mandatory, voluntary or otherwise, or due to the acceleration of maturity of the Permitted Earnout Note Maturity Payment for any reason under the terms of the Paladin Earnout Note or any of the other Paladin Purchase Documents, as the Paladin Earnout Note and the Paladin Purchase Documents are in effect on the date of GEE's execution and delivery of the Paladin Earnout Note, and disregarding any amendment, modification, restatement or replacement of the Paladin Earnout Note or any of the Paladin Purchase Documents after the date of GEE's execution and delivery of the Paladin Earnout Note."

(c) Paragraph (b) of Section 8.7 of the Credit Agreement is hereby amended by deleting each reference to "Paladin Initial Earnout Payment" contained therein and by replacing the term "Permitted Earnout Note Interest Payment" therefor, and by deleting each reference to "Paladin Additional Earnout Payment" contained therein and by replacing the term "Permitted Paladin Earnout Note Maturity Payment" therefor.

(d) Clause (ii) of Section 8.7(b) of the Credit Agreement is hereby amended by adding the following clause immediately prior to the final semicolon thereof:

"and *provided further*, in the case of the Permitted Paladin Earnout Note Maturity Payment, GEE shall be permitted to pay such Permitted Paladin Earnout Note Maturity Payment in shares of GEE's common stock pursuant to the terms of the Paladin Earnout Note, as the Paladin Earnout Note is in effect on the date of GEE's execution and delivery of the Paladin Earnout Note, and disregarding any amendment, modification, restatement or replacement of the Paladin Earnout Note or any of the Paladin Purchase Documents after the date of GEE's execution and delivery of the Paladin Earnout Note"

6. Amendment Fee; Reimbursement of Lender. As consideration for Lender's consents and waivers, and amendment of the Credit Agreement, as provided above, and pursuant to Sections 10.9 and 10.10 of the Credit Agreement, Borrower shall (a) pay to Lender on the date hereof an amendment fee in the amount of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00), and (b) reimburse, indemnify and hold Lender harmless for the reasonable fees and costs and expenses incurred by Lender for the services of legal professionals engaged by Lender in connection with the negotiation and preparation of this Amendment. With respect to any amount required to be paid or reimbursed by Borrower pursuant to the foregoing provisions of this paragraph 6, it is hereby agreed that Lender may charge any such amount to the Revolving Credit on the date such payment is due or such reimbursement is made.

7. Amendment Effective Date. This Amendment shall be effective as of January 20, 2017 (the "**Amendment Effective Date**"). The amendments and modifications to any Loan Document contained in this Amendment shall be effective as of the Amendment Effective Date, shall be applied from and after the Amendment Effective Date, and shall not have retroactive effect, unless otherwise specifically provided for in this Amendment.

8. Release. By executing this Amendment Borrower hereby absolutely and unconditionally releases and forever discharges Lender, and any and all participants, co-lenders, parent entities, subsidiary entities, affiliates, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or in equity or upon contract or tort or under any state or federal law or otherwise, which Borrower has had, now has or has made claim to have against any such Person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and include the date of this Amendment, whether such claim, demand or cause of action is matured or unmatured or known or unknown.

9. Specificity of Provisions. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to or a waiver of any other term or condition of the Credit Agreement or any of the documents referred to therein, or (b) prejudice any right or rights which Lender may now have or may have in the future under or in connection with the Credit Agreement or any or any other Loan Document. From and after the Amendment Effective Date, whenever the Credit Agreement is referred to in the Credit Agreement or in any of the other Loan Documents, it shall be deemed to mean the Credit Agreement as modified by this Amendment.

10. Binding Effect of Loan Documents. Borrower hereby acknowledges and agrees that upon giving effect to this Amendment, the Credit Agreement and each other Loan Document shall continue to be binding upon such Borrower and shall continue in full force and effect.

11. No Events of Default. Borrower hereby represents and warrants that upon giving effect to this Amendment no default or Event of Default shall have occurred and be continuing under the terms of the Credit Agreement.

12. Choice of Law. This Amendment and the legal relations among the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflicts of law principles.

13. Counterparts. This Amendment may be executed by one or more the parties to this Amendment on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers.

LENDER:

ACF FINCO I LP

By: _____
Name: _____
Its: _____
Date: _____

BORROWER:

GEE GROUP, INC.

By: _____
Name: _____
Its: _____
Date: _____

TRIAD PERSONNEL SERVICES, INC.

By: _____
Name: _____
Its: _____
Date: _____

BUSINESS MANAGEMENT PERSONNEL, INC.

By: _____
Name: _____
Its: _____
Date: _____

BMPS, INC.

By: _____
Name: _____
Its: _____
Date: _____

BMCH, INC.

By: _____
Name: _____
Its: _____
Date: _____

BMCHPA, INC.

By: _____
Name: _____
Its: _____
Date: _____

TRIAD LOGISTICS, INC.

By: _____
Name: _____
Its: _____
Date: _____

SCRIBE SOLUTIONS, INC.

By: _____
Name: _____
Its: _____
Date: _____

AGILE RESOURCES, INC.

By: _____
Name: _____
Its: _____
Date: _____

ACCESS DATA CONSULTING CORPORATION

By: _____
Name: _____
Its: _____
Date: _____

PALADIN CONSULTING, INC.

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A ADDENDUM NO. 1 TO PALADIN STOCK PURCHASE AGREEMENT

See attached.

EXHIBIT B PALADIN EARNOUT NOTE

See attached.