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

FORM 8-K

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

Date of Report (Date of earliest event reported): June 2, 2010

GENERAL EMPLOYMENT ENTERPRISES, INC.
(Exact name of registrant as specified in its charter)

Illinois	1-05707	36-6097429
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

One Tower Lane, Suite 2200, Oakbrook Terrace, Illinois	60181
(Address of principal executive offices)	(Zip Code)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ 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.

Entry into Asset Purchase Agreement

On June 2, 2010, effective as of June 1, 2010, General Employment Enterprises, Inc., an Illinois corporation, and its wholly-owned subsidiary, Triad Personnel Services, Inc., an Illinois corporation (together, the "Company"), entered into and closed an Asset Purchase Agreement, with On-Site Services, Inc., a North Carolina corporation ("On-Site"), and Thomas Bean (the "Asset Purchase Agreement"). Pursuant to the terms of the Asset Purchase Agreement, the Company acquired certain assets of On-Site, including customer lists, comprising On-Site's services business, which is operated from its offices in Florida and provides labor and human resource solutions, including temporary staffing, human resources and payroll outsourcing services, labor and employment consulting and workforce solutions.

Pursuant to the Asset Purchase Agreement, the Company agreed to, upon approval of an additional listing application by the NYSE Amex Stock Exchange, issue $600,000 in shares of its common stock, no par value per share ("Common Stock"), to On-Site. The shares of Common Stock will be issued in reliance upon the exemption from registration under Section 4(2) of the Securities Act of 1933, as amended.

Under the Asset Purchase Agreement, if the aggregate EBITDA of the business acquired (the "EBITDA") meets certain targets over the next four years, the Company will be required to make earn-out payments to On-Site totaling up to $1,020,000, $600,000 of which is payable in cash and $420,000 of which is payable in cash or Common Stock, or any combination thereof, in the Company's sole discretion. The earn-out payments consist of: (i) biannual payments of $75,000 in cash for the next four years if the business acquired meets an EBITDA target of $125,000 for the first six-month period, and/or EBITDA targets that increase by $125,000 every six months thereafter and (ii) annual payments in cash or Common Stock, or any combination thereof, for the next four years in accordance with the following schedule if the business acquired meets an EBITDA target of $300,000 for the first twelve-month period, and/or EBITDA targets that increase by $300,000 every twelve months thereafter: (A) 25% of that portion of the EBITDA that is between $1 and $100,000 greater than the relevant EBITDA target; (B) 35% of that portion of the EBITDA that is between $100,101 and $200,000 greater than the relevant EBITDA target and (C) 45% of that portion of the EBITDA that is between $200,101 and $300,000 greater than the relevant EBITDA target. With respect to the earn-out payments referenced in (i) above only, a biannual payment that is not made with respect to one period may be made in a subsequent period if the relevant EBITDA target with respect to such subsequent period is met.

The foregoing description of the Asset Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Asset Purchase Agreement, which is attached as Exhibit 2.1 hereto.

Entry into Registration Rights Agreement

On June 2, 2010, effective as of June 1, 2010, concurrently with the entry into the Asset Purchase Agreement, the Company entered into a registration rights agreement (the "Registration Rights Agreement") with On-Site, pursuant to which On-Site was granted certain piggyback registration rights with respect to the Common Stock to be issued in connection with the Asset Purchase Agreement. The Registration Rights Agreement contains certain indemnification provisions for the benefit of the Company and On-Site and other customary provisions.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is attached as Exhibit 10.1 hereto.

Item 2.01. Completion of Acquisition or Disposition of Assets.

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

Item 3.02. Unregistered Sales of Equity Securities.

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

Item 8.01. Other Events.

On June 2, 2010, the Company issued a press release announcing the entry into the Asset Purchase Agreement. A copy of the press release is attached as Exhibit 99.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) *Financial Statements of Businesses Acquired*. To be filed by amendment. Pursuant to Item 9.01 of Form 8-K, the Company hereby undertakes to file financial statements in response to this item in an amendment to the Current Report on Form 8-K not later than 71 calendar days after the date that this Form 8-K must be filed.

(b) *Pro Forma Financial Information*. To be filed by amendment. Pursuant to Item 9.01 of Form 8-K, the Company hereby undertakes to file pro forma financial information in response to this item in an amendment to the Current Report on Form 8-K not later than 71 calendar days after the date that this Form 8-K must be filed.

(d) *Exhibits.*

Exhibit No.	Description
2.1	Asset Purchase Agreement, effective as of June 1, 2010, by and among On-Site Services, Inc., Thomas Bean, General Employment Enterprises, Inc. and Triad Personnel Services, Inc.*
10.1	Registration Rights Agreement, effective as of June 1, 2010, by and among General Employment Enterprises, Inc., Triad Personnel Services, Inc. and On-Site Services, Inc.
99.1	Press Release, dated June 2, 2010.

* Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

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.

Date: June 8, 2010

GENERAL EMPLOYMENT ENTERPRISES, INC.

By: /s/ Salvatore J. Zizza
Name: Salvatore J. Zizza
Title: Chief Executive Officer

EXHIBIT INDEX

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND AMONG

ON-SITE SERVICES, INC.,

THOMAS BEAN,

TRIAD PERSONNEL SERVICES, INC.

AND

GENERAL EMPLOYMENT ENTERPRISES, INC.

Effective as of June 1, 2010

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "*Agreement*"), effective as of June 1, 2010, is by and among **On-Site Services, Inc.**, a North Carolina corporation ("*Seller*"), **Thomas Bean** ("*Mr. Bean*"), **General Employment Enterprises, Inc.**, an Illinois corporation ("*Parent*") and Triad Personnel Services, Inc., an Illinois corporation and a wholly-owned subsidiary of Parent ("*Buyer*"). Seller, Mr. Bean, Parent and Buyer shall be referred to herein each as a "*Party*" and together as the "*Parties*".

RECITALS

WHEREAS, Seller operates a services business from its offices in Florida that provides labor and human resource solutions, including without limitation, provisions of temporary staffing, human resources and payroll outsourcing services, labor and employment consulting and workforce solutions (hereinafter referred to as the "*Business*"); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Purchased Assets (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 **Certain Definitions**. For purposes of this Agreement, the following terms have the following meanings:

"*Additional Consideration*" shall have the meaning ascribed to it in Section 2.5(c).

"*Additional Listing Application*" shall have the meaning ascribed to it in Section 6.2(a).

"*Adverse Claim*" means any claim, condition, covenant, demand, purchase right, lien, security interest, pledge, community property interest, equitable interest, option, hypothecation, right of first refusal, or charge or other right, restriction or encumbrance of any kind, including any restriction on use, transfer, receipt of income or any other attribute of ownership, other than those created in favor of Buyer under this Agreement or the other documents contemplated hereby.

"*Affiliate*" of a specified Person, means a Person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"*Agreement*" shall have the meaning ascribed to it in the Preamble.

"*Assumed Contracts*" shall have the meaning ascribed to it in Section 2.1(b)(iii).

"*Assumed Liabilities*" shall have the meaning ascribed to it in Section 2.2.

"*Business*" shall have the meaning ascribed to it in the Recitals.

"*Buyer*" shall have the meaning ascribed to it in the Preamble.

"*Closing Date*" shall have the meaning ascribed to it in Section 3.1.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Computer Software and Databases*" means and includes all computer software, computer programs and electronic databases, including Internet web sites of Seller (as such items have been updated, corrected, enhanced, replaced and modified), and all documentation related thereto.

"*Contemplated Transactions*" means all of the transactions contemplated by this Agreement, including: (a) the sale of the Purchased Assets by Seller to Buyer; (b) the performance by Buyer and Seller of their respective covenants and obligations under this Agreement; and (c) Buyer's acquisition and ownership of the Purchased Assets.

"*Damages*" shall have the meaning ascribed to it in Section 7.1.

"*Earnout Period*" means the period commencing on June 1, 2010 and ending on May 31, 2014.

"*EBITDA*" shall have the meaning ascribed to it in Section 2.6(a).

"*Employment Agreement*" means the Employment Agreement, substantially in the form attached hereto as Exhibit 2.6, between Buyer and Curtis Donovan.

"*Equipment*" shall have the meaning ascribed to it in Section 2.1(b)(i).

"*Excluded Assets*" shall have the meaning ascribed to it in Section 2.1(a).

"*Financial Statements*" shall have the meaning ascribed to it in Section 4.3(a).

"*GAAP*" means generally accepted United States accounting principles consistently applied.

"*Governmental Body*" means any: (a) nation, state, province, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, provincial, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multinational organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"*Indebtedness*" with respect to any Person, means and includes all obligations which, in accordance with GAAP, should be classified on a balance sheet of such Person as liabilities, and in any event shall include (a) all indebtedness of such Person for (i) borrowed money or (ii) the deferred purchase price of property; (b) all obligations of such Person evidenced by notes, bonds, debentures, guarantees, reimbursement agreements, or other similar instruments; (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person; (d) all obligations of such Person as lessee under leases that have been or should be, in accordance with GAAP, recorded as capital leases and (e) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit or similar facilities.

"*Intellectual Property*" shall have the meaning ascribed to it in Section 2.1(b)(iv).

"*IRS*" shall have the meaning ascribed to it in Section 4.15.

"*Leases*" shall have the meaning ascribed to it in Section2.1(b)(ii).

"*Legal Requirement*" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

"*Liability*" means and includes any direct or indirect, primary or secondary, liability, Indebtedness, obligation, penalty, expense (including costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills and checks presented to banks for collection or deposit in the Ordinary Course of Business) of any type, whether accrued, absolute, contingent, liquidated, unliquidated, matured, unmatured or otherwise.

"*Lump Sum Payment*" shall have the meaning ascribed to it in Section 2.5(b).

"*Lump Sum Payment EBITDA Target*" shall have the meaning ascribed to it in Section 2.5 (b).

"*Material Adverse Effect*" means a material adverse change in the financial condition, business, assets, liabilities, properties, results of operations or prospects of the Business.

"*Mr. Bean*" shall have the meaning ascribed to it in the Preamble.

"*Obligation*" means any debt, Liability or obligation of any nature, whether secured, unsecured, recourse, nonrecourse, liquidated, unliquidated, accrued, absolute, fixed, contingent, ascertained, unascertained, known, unknown or otherwise.

"*Ordinary Course of Business*" means in the ordinary course of the Business, consistent with past practices.

"*Organizational Documents*" means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles of organization and operating agreement of a limited liability company; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to any of the foregoing.

"*Parent*" shall have the meaning ascribed to it in the Preamble.

"*Party*" and "*Parties*" shall have the meanings ascribed to them in the Preamble.

"*Percentage Payment*" shall have the meaning ascribed to it in Section 2.5(c).

"*Percentage Payment EBITDA Target*" shall have the meaning ascribed to it in Section 2.5(c).

"*Permits*" shall mean all licenses, permits, certificates, registrations, authorizations and approvals of any Governmental Entity.

"*Person*" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

"*Purchased Assets*" shall have the meaning ascribed to it in Section 2.1.

"*Purchase Price*" shall have the meaning ascribed to it in Section 2.5(a).

"*Registration Rights Agreement*" shall have the meaning ascribed to it in Section 3.2.

"*SEC*" means the Securities and Exchange Commission."

"Securities Act" means the Securities Act of 1933, as amended.

"*Seller*" shall have the meaning ascribed to it in the Preamble.

"*Stock Consideration*" shall have the meaning ascribed to it in Section 2.5(a).

"*Tax*" or "*Taxes*" means all taxes, charges, fees, levies or other similar assessments or liabilities, including, without limitation, income, gross receipts, ad valorem, premium, value-added, excise, real property, personal property, sales, use, services, transfer, withholding, employment, payroll and franchise taxes imposed by the United States of America or any state, province, government, foreign taxing authority or any agency thereof, and any interest, fines, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof.

"*Tax Return*" means any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

"*Test Period*" shall have the meaning ascribed to it in Section 2.5(b).

"*Test Period EBITDA*" shall have the meaning ascribed to it in Section 2.5(b).

ARTICLE 2.
SALE AND TRANSFER OF ASSETS; PURCHASE PRICE

2.1 **Sale and Purchase of Assets**. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to transfer, sell, convey, assign and deliver to Buyer, free and clear of all Adverse Claims, and Buyer agrees to purchase from Seller, all right, title and interest in and to, as of the Closing, all assets, properties and rights of Seller comprising the Business, wherever located, set forth in Section 2.1(b) (collectively, the "*Purchased Assets*"); provided, however, that notwithstanding anything to the contrary herein, Buyer shall not purchase from Seller, any assets, properties and rights that are not included among the Purchased Assets (collectively, the "*Excluded Assets*").

(a) Excluded Assets. The Excluded Assets shall include, without limitation, the following:

(i) *This Agreement*. Any rights of Seller under this Agreement (including any proceeds of this Agreement).

(ii) *Accounts Receivable*. Seller's accounts receivable arising from the operation of the Business and services performed in connection with the Business prior to the Closing Date (whether or not billed prior to the Closing Date).

(iii) *Insurance Policies*. Seller's insurance policies (including but not limited to Seller' employee benefit plans and workers compensation polices).

(iv) *Prepaid Deposits*. Seller's prepaid items and deposits (including but not limited to any and all workers compensation deposits) arising out of or relating to the ownership or operation of the Business by Seller prior to the Closing Date.

(v) *Income Tax Returns.* All of Seller's income Tax Returns.

(vi) *Corporate Books*. Seller's corporate and company minute books and stock ownership record books.

(vii) *Personnel Records*. All of Seller's personnel records and other records required by law to remain in Seller's possession; provided, however, that Buyer shall be provided copies of all such records.

(viii) *Tax Refunds*. All of Seller's claims for refund of taxes and other governmental charges of whatever nature.

(ix) *Bank Accounts.* All bank accounts of Seller including all funds, monies or assets of any kind contained within.

(x) *Contracts and Agreements*. All contracts and agreements, whether written or oral, other than the Assumed Contracts.

(b) Purchased Assets. The Purchased Assets shall include the following:

(i) *Equipment*. All machinery and equipment, tools, tooling, vehicles, Computer Software and Databases, supplies, desks, chairs, tables, furniture, fixtures and all other personal property of Seller, including but not limited to, those items listed on Schedule 2.1(b)(i) hereto (the "*Equipment*").

(ii) *Leases*. Seller's leasehold interests in the real and personal property leased by Seller and used in the operation of the Business, as to personal property, including but not limited to those leases listed on Schedule 2.1(b)(ii)(A) hereto and, as to real property, limited only to those listed on Schedule 2.1(b)(ii)(B) (the "*Leases*"). Seller's sale, transfer and assignment of the Leases and Buyer's purchase and assumption of the Leases, shall be subject to any and all approvals, notices and consents as may be required by law or otherwise.

(iii) *Contracts*. Seller's right, title and interest in and to the contracts and agreements of Seller identified on Schedule 2.1(b)(iii) (such identified contracts being the "*Assumed Contracts*"). Seller's sale, transfer and assignment of the Assumed Contracts and Buyer's purchase and assumption of the Assumed Contracts, shall be subject to any and all approvals, notices and consents as may be required by law or otherwise.

(iv) *Intellectual Property/General Intangibles*. Seller's (a) trade name; (b) telephone numbers, telecopy numbers and email; (c) patents, patent applications and inventions and discoveries that may be patentable; (d) trademarks, service marks, trade names, fictional business names, service marks, trade dress and domain names, together with the goodwill associated therewith; (e) copyrights, including copyrights in computer software; (f) all rights in mask works; (g) confidential and proprietary information, including trade secrets, know-how, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints; (h) registrations and applications for registration of the foregoing and (i) all causes of action, if any, for infringement, conversion or misuse of any of the foregoing, and all rights of recovery related thereto, including but not limited to those listed on Schedule 2.1(b)(iv) hereto (collectively, the "*Intellectual Property*").

(v) *Business Records and Customer Lists*. All books, records, files and papers that contain information relating, directly or indirectly, to the Business and the Purchased Assets, including without limitation, all lists of customers and clients served by Seller and the rights to do business with the clients and customers of Seller relating to the Business and all personnel records, including without limitation those listed on Schedule 2.1(b)(v).

(vi) *Goodwill*. All goodwill of the Business.

2.2 **Assumed Liabilities.** Buyer shall, at the Closing, assume, and hold Seller harmless from, only the liabilities of Seller arising in the Ordinary Course on and after Closing under the Assumed Contracts (collectively, the "*Assumed Liabilities*"), except to the extent those liabilities were due prior to Closing or result from a breach of an Assumed Contract by Seller prior to or at Closing.

2.3 **Liabilities and Obligations Not Assumed.** Notwithstanding any other provision of this Agreement to the contrary, Buyer shall not assume any Liabilities or Obligations of Seller other than the Assumed Liabilities, including, without limitation, any Liabilities or Obligations for Taxes, debts, liabilities or under any benefit plan. Seller shall retain, and shall timely and faithfully pay, perform and discharge all of its Liabilities and Obligations other than Assumed Liabilities.

2.4 **Certain Required Consents.** If an attempted assignment or transfer of the Assumed Contracts, the Leases, any Permits or any claim or right of any benefit arising thereunder or resulting therefrom, without the consent, approval or waiver of a third party, would constitute a breach thereof or in any way adversely affect the rights of Seller or Buyer thereunder, unless and until any such required consent, approval or waiver has been obtained and is in full force and effect such Assumed Contract, Lease, Permit or other claim, right or benefit shall not be deemed assigned or transferred. To the extent that Buyer shall have determined to close under this Agreement prior to receipt of any consent, approval or waiver necessary to transfer the rights and benefits of any Assumed Contract, Lease or Permit to Buyer, then for six months following the Closing Date, the Parties hereto will cooperate to, and the Parties shall continue to use their best efforts to, obtain as promptly as practicable all such consents, approvals and waivers required by third parties to transfer to Buyer such Assumed Contracts, Leases or Permits in a manner that will avoid any default, conflict, or termination of rights thereunder. Pending such transfer, the Parties shall use commercially reasonable efforts to provide the benefits of such Assumed Contracts, Leases or Permits to Buyer in a manner that would as nearly as practicable reflect the purpose and intention of this Agreement.

2.5 **Purchase Price and Payment; Adjustment.** (a) The purchase price for the Purchased Assets shall be $600,000 (the "*Purchase Price*"), subject to adjustment as described below, payable by delivery of a number of shares of Parent's common stock equal to $600,000 divided by the closing trading price of Parent's common stock on the NYSE Amex Stock Exchange for the 20 consecutive trading days prior to the second trading day prior to the Closing (such shares and any additional shares of Parent's common stock that may be issued to Seller pursuant to Section 2.5(c), the "*Stock Consideration*").

(b) The Purchase Price shall be increased as set forth below if the Business's aggregate EBITDA (the "*Test Period EBITDA*") for the (A) six-month period commencing on June 1, 2010 and ending on November 30, 2010 ("*First Interim Test Period*") is greater than $125,000; (B) 12-month period commencing on June 1, 2010 and ending on May 31, 2011 (the "*First Test Period*") is greater than $250,000; (C) 18-month period commencing on June 1, 2010 and ending on November 30, 2011 ("*Second Interim Test Period*") is greater than $375,000; (D) 24-month period commencing on June 1, 2010 and ending on May 31, 2012 (the "*Second Test Period*") is greater than $500,000; (E) 30-month period commencing on June 1, 2010 and ending on November 30, 2012 ("*Third Interim Test Period*") is greater than $625,000; (F) 36-month period commencing on June 1, 2010 and ending on May 31, 2013 (the "*Third Test Period*") is greater than $750,000; (G) 42-month period commencing on June 1, 2010 and ending on November 30, 2013 ("*Fourth Interim Test Period*") is greater than $875,000; and/or (H) 48-month period commencing on June 1, 2010 and ending on May 31, 2014 (the "*Fourth Test Period*") is greater than $1,000,000. The First Interim Test Period, the First Test Period, the Second Interim Test Period, the Second Test Period, the Third Interim Test Period, the Third Test Period, the Fourth Interim Test Period and the Fourth Test Period are referred to herein individually as a "*Test Period*". $125,000 with respect to the First Interim Test Period, $250,000 with respect to the First Test Period, $375,000 with respect to the Second Interim Test Period, $500,000 with respect to the Second Test Period, $625,000 with respect to the Third Interim Test Period, $750,000 with respect to the Third Test Period, $875,000 with respect to the Fourth Interim Test Period and $1,000,000 with respect to the Fourth Test Period are referred to herein individually as a *"Lump Sum Payment EBITDA Target*". In respect of each Test Period for which the Test Period EBITDA is greater than the relevant Lump Sum Payment EBITDA Target, the Purchase Price shall be increased by $75,000 (each, a *"Lump Sum Payment*") times the number of Test Periods that have occurred minus the aggregate amount of Lump Sum Payments paid to Seller with respect to previous Test Periods.

(c) The Purchase Price shall be increased as set forth below if the Test Period EBITDA for the (A) First Test Period is greater than $300,000; (B) Second Test Period is greater than $600,000; (C) Third Test Period is greater than $900,000 and/or (D) Fourth Test Period is greater than $1,200,000. $300,000 with respect to the First Test Period, $600,000 with respect to the Second Test Period, $900,000 with respect to the Third Test Period and $1,200,000 with respect to the Fourth Test Period are referred to herein individually as a "*Percentage Payment EBITDA Target*". In respect of each of the above enumerated Test Periods for which the Test Period EBITDA is greater than the relevant Percentage Payment EBITDA Target, the Purchase Price shall be increased by (A) 25% of that portion of the Test Period EBITDA that is between $1 and $100,000 greater than the relevant Percentage Payment EBITDA Target; (B) 35% of that portion of the Test Period EBITDA that is between $100,101 and $200,000 greater than the relevant Percentage Payment EBITDA Target; and (C) 45% of that portion of the Test Period EBITDA that is between $200,101 and $300,000 greater than the relevant Percentage Payment EBITDA Target (each, a "*Percentage Payment*"). The aggregate Lump Sum Payments and Percentage Payments shall collectively be referred to herein as, the *"Additional Consideration*".

By way of example, if with respect to the First Interim Test Period, the Test Period EBITDA is equal to $130,000, Seller shall be entitled to $75,000 in Additional Consideration (($75,000 x 1) - $0 = $75,000). If with respect to the First Test Period, the Test Period EBITDA is equal to $1,000,000, Seller shall be entitled to $180,000 in Additional Consideration (($75,000 x 2) - $75,000 + (0.25 x $100,000) + (0.35 x $100,000) + (0.45 x $100,000) = $180,000). If with respect to the Second Interim Test Period, the Test Period EBITDA is equal to $300,000, Seller shall not be entitled to Additional Consideration. If with respect to the Second Test Period, the Test Period EBITDA is equal to $550,000, Seller shall be entitled to $150,000 in Additional Consideration (($75,000 x 4) - $150,000 = $150,000). If with respect to the Third Interim Test Period, the Test Period EBITDA is equal to $650,000, Seller shall be entitled to $75,000 in Additional Consideration (($75,000 x 5) - $300,000 = $75,000). If with respect to the Third Test Period, the Test Period EBITDA is equal to $700,000, Seller shall not be entitled to Additional Consideration. If with respect to the Fourth Interim Test Period, the Test Period EBITDA is equal to $950,000, Seller shall be entitled to $150,000 in Additional Consideration (($75,000 x 7 - $375,000) = $150,000). If with respect to the Fourth Test Period, the Test Period EBITDA is equal to $1,350,000, Seller shall be entitled to $117,500 in Additional Consideration (($75,000 x 8) - $525,000 + (0.25 x $100,000) + (0.35 x $50,000) = $117,500).

(d) Any adjustment in the Purchase Price shall be made as promptly as practicable following the final determination of the Test Period EBITDA. Any Lump Sum Payments shall be payable in cash and any Percentage Payments shall be payable, in Parent's and Buyer's sole discretion, in shares of Parent's common stock or in cash, or any combination thereof. For the avoidance of doubt, in no event shall Parent be required hereunder to issue any additional shares of its common stock to Seller if such issuance would require the prior approval of Parent's stockholders. If Parent and Buyer elect to pay the Percentage Payments, if any, in shares of Parent's common stock, then Parent shall issue that number of additional shares of its common stock to Seller as shall be obtained by dividing the amount of the Percentage Payment (or the applicable portion thereof) by the closing trading price for Parent's common stock on the NYSE Amex Stock Exchange for the 20 consecutive trading days prior to the end of the relevant Test Period. For the avoidance of doubt, with respect to each Test Period, no Additional Consideration shall be paid to Seller until a final determination of the Test Period EBITDA has been made for such Test Period in accordance with Section 2.6.

2.6 **EBITDA**. (a)(i) For purposes hereof, "EBITDA" shall mean the Business's earnings before (A) state, federal and local income taxes, (B) cumulative effect of accounting changes, (C) extraordinary items, (D) amortization expense, (E) depreciation expense, and (F) acquisition related costs, each determined consistent with the Business's accounting practices prior to the Closing.

(ii) The EBITDA calculation will not include as a Business expense, (a) for purposes of determining whether to make a Lump Sum Payment as set forth in Section 2.5(b), the pro-rata share of on-going interest charges or program fees with respect to the financing of Buyer's account receivables that are less than $11,000,000 in billings on an annualized basis; (b) an interest factor on advances from Buyer or its Affiliates; (c) the management and corporate overhead allocations to Buyer from Parent; (d) additional operating costs incurred by Buyer in connection with, or as a result of, the financing of Buyer's purchase of the Purchased Assets, by way of example and not limitation, additional insurance expenses for increased coverage on assets or on the life of Buyer personnel or (e) costs incurred by Buyer, nor the net income or net loss realized by Buyer, as a result of new business activities of Buyer (i.e. the sale of services which were not offered by Seller prior to the Closing) unless Seller agrees the EBITDA calculation shall, and then it shall, include both such costs, income and loss.

(iii) The EBITDA calculation will include as a Business expense, (a) for purposes of determining whether to make a Lump Sum Payment as set forth in Section 2.5(b), the pro-rata share of on-going interest charges or program fees with respect to the financing of Buyer's account receivables that are greater than $11,000,000 in billings on an annualized basis; (b) for purposes of determining whether to make a Percentage Payment as set forth in Section 2.5(c), any interest charges or program fees with respect to the financing of Buyer's account receivables; (c) items that represent costs incurred, directly or indirectly, by Buyer which are reasonably intended to enhance the Business's EBITDA during the relevant Test Period and (d) any Additional Compensation (as defined in the Employment Agreement) paid to Curtis Donovan during the relevant Test Period pursuant to the Employment Agreement attached hereto as Exhibit 2.6, any modification to which, without the express written consent of Seller, shall immediately and permanently eliminate this right of deduction from EBITDA calculations pursuant to this Agreement by Buyer of any Additional Compensation.

(b) Buyer shall prepare a statement (the "*EBITDA Statement*") as promptly as practicable after the end of each Test Period, showing the Test Period EBITDA. The EBITDA Statement may, at Buyer's election, be audited by its independent certified public accountants. Buyer shall submit the EBITDA Statement to Seller not later than 45 days after the end of the Test Period. Seller shall, at its request, be provided access to the accountants' working papers, lead schedules and analyses in order to evaluate the EBITDA Statement. If Seller does not object in writing to the EBITDA Statement within thirty (30) days of said EBITDA Statement's submission to it, such EBITDA Statement shall be deemed to be accepted. If Seller objects to any item on the EBITDA Statement and Buyer and Seller cannot resolve any such objection within twenty (20) days following receipt of notice of such objection, the dispute shall be referred to the independent accountants of Buyer and Seller. In such case, the cost of the services of Seller's accounting firm shall be borne by Seller and the cost of the services of Buyer's accounting firm shall be borne by Buyer. If such accountants cannot agree as to the proper resolution of the objection within twenty (20) days after such referral, it shall be referred to a third accounting firm acceptable to Seller and Buyer, which firm shall render a binding determination of the disputed items. If Seller and Buyer cannot agree on an acceptable accounting firm, Buyer shall designate three such accounting firms (none of which is the accountant for either Buyer, Parent or Seller) to Seller and Seller shall select the accounting firm from the three (3) listed (or one thereafter from the three (3) listed if the prior choice declines to serve). The accounting firm so designated shall, if possible, render its binding determination of the disputed items within forty-five (45) days after the dispute has been referred to it. Buyer and Seller shall cooperate fully with such accounting firm in furnishing all necessary information. The cost of the services of such accounting firm shall be borne equally by Seller and Buyer.

2.7 **Conduct of Business**. Buyer and its Affiliates shall exercise commercially reasonable efforts to maximize the Business's EBITDA through the Earnout Period.

2.8 **Transfer Taxes.** Seller shall pay all sales, use, transfer or recording Taxes levied in connection with the transfer of the Purchased Assets.

2.10 **Purchase Price Allocation.** The Purchase Price (including, for this purpose, Assumed Liabilities) shall be allocated among the Purchased Assets as specified in a schedule to be prepared and delivered by Buyer to Seller within 180 days after the Closing Date. Such allocation shall be mutually agreed upon between Buyer and Seller, and be prepared in accordance with section 1060 of the Internal Revenue Code of 1986 and the regulations implementing that section, as reasonably determined by Buyer. Each of Buyer and Seller agrees to complete IRS Form 8594 consistently with such allocation and, if requested by the other Party hereto, to furnish such Party with a copy of such form prepared in draft form no less than 45 days prior to the filing due date of such form. Neither Buyer nor Seller shall file any Tax Return or take a position with any taxing authority or in connection with any Tax-related action or audit that is inconsistent with this Section 2.10.

ARTICLE 3.

CLOSING

3.1 **Time and Place.** Subject to the terms and conditions set forth herein, the Closing of the transactions contemplated herein (the "*Closing*") shall take place no later than the date hereof (the "*Closing Date*") (subject to extension by mutual agreement of the Parties) at 10:00 a.m. at the offices of Olshan Grundman Frome Rosenzweig & Wolosky LLP, Park Avenue Tower, 65 East 55th Street, New York, NY, 10022, or at such other time and place or at such other date, time and place as may be mutually agreed upon in writing by the Parties hereto.

3.2 **Deliveries by Seller at Closing.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following executed instruments, agreements and other items:

Consents. Written consents or approvals in the form and substance satisfactory to Buyer of each person or entity whose consent or approval is required to consummate the Contemplated Transactions.

Title Certificates. Title documents for all Purchased Assets constituting vehicles or otherwise where applicable and all keys, pass cards or other access devices for vehicles, leased real estate and, as applicable, any Equipment.

Registration Rights Agreement. A registration rights agreement dated the Closing Date (the " *Registration Rights Agreement*") and duly executed by Seller, substantially in the form attached hereto as Exhibit 3.2.

Intellectual Property Assignment. Such instruments and documents as Buyer or Buyer's counsel may reasonably request for the conveyance, assignment or transfer to Buyer of the Intellectual Property that forms part of the Purchased Assets.

Employment Agreement. The Employment Agreement, substantially in the form attached hereto as Exhibit 2.6, duly executed by Curtis Donovan.

Additional Documents. All such further instruments and documents as Buyer or Buyer's counsel may reasonably request for the more effective conveyance, assignment or transfer to Buyer of any of the Purchased Assets and the transactions contemplated hereby.

3.3 **Deliveries by Buyer at Closing.** At the Closing, Buyer shall deliver to Seller the following:

Registration Rights Agreement. The Registration Rights Agreement dated the Closing Date and duly executed by Buyer and Parent.

Additional Documents. All such further instruments and documents as Sellers or Seller's counsel may reasonably request for the more effective consummation of the transactions contemplated hereby.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer and Parent to enter into this Agreement and to consummate the Contemplated Transactions, Seller and Mr. Bean hereby represent and warrant to Buyer and Parent, as of the date hereof and as of the Closing Date, as follows:

4.1 **Organization and Qualification; Due Authorization; Subsidiaries**. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina. Seller is duly qualified and in good standing to do business in the State of Florida and all other jurisdictions in which the location of the Purchased Assets or the operation of the Business makes such qualification necessary, except where the failure to be in good standing or qualified, whether singly or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Seller has the requisite corporate power and authority to own, operate or lease the properties that it purports to own, operate or lease and to carry on the Business as it is now being conducted. Seller has the full power and authority to execute and deliver this Agreement and the other documents contemplated hereby to which it is a party and to consummate the Contemplated Transactions. The execution and delivery of this Agreement and the other documents contemplated hereby to which Seller is a party and the performance and consummation of the transactions contemplated hereby and thereby by Seller have been duly authorized by all necessary corporate actions on the part of Seller. Upon execution and delivery by Seller of this Agreement and the other documents contemplated hereby to which Seller is a party and, subject to the due authorization, execution and delivery of such agreements by the other parties thereto, each of this Agreement and the other documents contemplated hereby will constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). Seller does not have any subsidiaries.

4.2 **No Violation; Consents and Approvals.** Neither the execution and delivery by Seller of this Agreement or the other documents contemplated hereby to which it is a party nor the consummation of the Contemplated Transactions nor compliance by it with any of the provisions hereof or thereof: (a) conflict with or result in a violation of (i) the Organizational Documents of Seller or (ii) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule or regulation binding upon Seller in connection with the Business or the Purchased Assets in any material respect, or (b) except as set forth in Schedule 4.2 hereto, (A) require consent under, violate, conflict with, or result in a breach of any of the terms of, or constitute a default under, or give rise to any right of termination, modification, cancellation or acceleration, or result in the creation or imposition of any Adverse Claim on the Purchased Assets under, any note, bond, mortgage, indenture, deed of trust, contract, commitment, arrangement, license, agreement, lease or other instrument or obligation to which Seller is a party or by which Seller may be bound or to which any of the Purchased Assets may be subject or affected, or (B) require any Permit, consent, order or approval of, or registration, declaration or filings with, any Governmental Body.

4.3 **Financial Statements; Undisclosed Liabilities; Absence of Certain Changes.**

(a) Seller has delivered to Buyer, as Schedule 4.3, (a) the balance sheets of the Business as of December 31, 2009 and December 31, 2008 (the balance sheet of the Business as of December 31, 2009 is referred to herein as the "*Balance Sheet*" and December 31, 2009 is referred to herein as the "*Balance Sheet Date*") and profit and loss statements and statements of cash flows of the Business for each of the fiscal years ended December 31, 2009 and December 31, 2008 and (b) the balance sheet of the Business as of March 31, 2010 and profit and loss statement and statement of cash flows of the Business for the three months ended March 31, 2010 (all such financial statements and any notes thereto are hereinafter collectively referred to as the "*Financial Statements*").

(b) Except as set forth in Schedule 4.3, the Financial Statements: (i) present fairly in all material respects the financial position of the Business as of the dates thereof and the results of operations of the Business for the periods covered thereby; (ii) are consistent in all material respects with the books and records of the Business; and (iii) have been prepared in accordance with GAAP throughout the periods indicated (except as may be indicated therein), except that any interim Financial Statements are subject to normal and recurring year-end adjustments, none of which is expected to be material individually or in the aggregate.

(c) Except as set forth in Schedule 4.3, Seller has no material liabilities of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, other than (i) liabilities reflected on the Balance Sheet, or (ii) liabilities incurred subsequent to the Balance Sheet Date in the ordinary course of business. At the Balance Sheet Date, there were no material loss contingencies (as such term is used in Statement of Financial Accounting Standards No. 5 issued by the Financial Accounting Standards Board in March 1975) that will not be adequately provided for in the Balance Sheet as required by said Statement No. 5.

(d) Except as set forth in Schedule 4.3 or as otherwise contemplated by this Agreement, there has not occurred any Material Adverse Effect and since December 31, 2009, Seller has conducted the Business in the ordinary course of business.

4.4 **Title to Assets; Leased Personal Property.**

(a) Seller is the sole owner of the Purchased Assets. Except as set forth on Schedule 4.4(a), Seller has good and valid title to all the Purchased Assets, free and clear of all Adverse Claims except those related to the Assumed Liabilities, and at the Closing will convey good and valid title to all of such Purchased Assets to Buyer, free and clear of all Adverse Claims. Except as set forth on Schedule 4.4(a) hereto: (i) the Purchased Assets constitute all of the assets which are required to carry on the Business as presently conducted and (ii) without limiting the foregoing, none of the Excluded Assets are used in or needed for operation of the Business as presently conducted.

(b) Schedule 4.4(b) hereto sets forth a list of every lease agreement to which Seller is a party relating to any item of Equipment which (i) entails payments of not less than $12,000 per annum or (ii) is otherwise material to the Business ("*Equipment Leases*"). Except as set forth on Schedule 4.4(b), Seller has good and valid title, free and clear of all Adverse Claims to its leasehold interest in all items of personal property subject to the Equipment Leases except those claims related to the Assumed Liabilities. Seller has made available to Buyer a complete and accurate copy of each Equipment Lease, including all amendments and exhibits thereto. Seller has not received any written notice of any event of default under any of the Equipment Leases. All personal property leased pursuant to the Equipment Leases is in all material respects in the condition required of such property by the terms of the Equipment Lease applicable thereto.

4.5 **Intellectual Property.**

(a) Schedule 4.5(a) hereto sets forth all of the Intellectual Property owned by or licensed to or by Seller. The Intellectual Property set forth on Schedule 4.5(a) hereto, constitutes all of the Intellectual Property which is used in the conduct of the Business as presently conducted. Except as set forth in Schedule 4.5(a), (i) with respect to any Intellectual Property owned by Seller (as opposed to Intellectual Property of which Seller is a licensee), Seller has all right, title and interest to all Intellectual Property, without any conflict known to Seller with the rights of others, (ii) no Person other than Seller has the right to use the Intellectual Property owned by Seller, and (iii) Seller has the valid right to use, pursuant to a license, sublicense or other agreement, any Intellectual Property used in the Business that is owned by a party other than Seller.

(b) Except as set forth on Schedule 4.5(b) hereto, Seller owns or licenses or otherwise has the full right to use, free from any Adverse Claims, and without payment to any other party, the Intellectual Property, and the consummation of the Contemplated Transactions hereby will not alter or impair such rights (other than that all such rights will be assigned to Buyer).

4.6 **Litigation**. Except as set forth in Schedule 4.6 hereto, there is no private or governmental claim, action, lawsuit, or proceeding pending, nor, to the knowledge of Seller, threatened against or affecting Seller relating to the Purchased Assets, the Business or the Contemplated Transactions or the other documents contemplated hereby, at law, in equity or otherwise, in, before, or by any Governmental Body that could result in a Material Adverse Effect. Except as set forth in Schedule 4.6 hereto, there is no judgment, order, injunction, decision, award or decree of any Governmental Body applicable to the Business or the Purchased Assets.

4.7 **Taxes.** Except as set forth on Schedule 4.7, there are no Adverse Claims for Taxes upon any of the Purchased Assets and there are no audits or other proceedings or investigations by any Governmental Body, or of any position taken on a Tax Return of Seller, which could reasonably be expected to give rise to an Adverse Claims with respect to any of the Purchased Assets and/or the Business. All Tax Returns relating to the Business required to be filed by Seller have been filed with the appropriate Governmental Bodies in all jurisdictions in which such Tax Returns are required to be filed, and such Tax Returns are accurate; all Taxes relating to the Business whether or not shown on a Tax Return have been fully paid.

4.8 **Contracts.**

(a) Except for the Assumed Contracts or as set forth on Schedule 4.8(a) hereto, Seller is not a party to or bound by any agreement, contract, arrangement, lease, license, understanding, commitment or instrument, whether oral or written, that is material to the Business or the Purchased Assets.

(b) Each of the Assumed Contracts, including the Leases, is valid, binding and in full force and effect, enforceable by Seller in accordance with its terms, and there has not been any cancellation or, to the knowledge of Seller, threatened cancellation of any such Assumed Contract or Leases, nor any pending or, to the knowledge of Seller, threatened material disputes thereunder. Except as set forth in Schedule 4.8(b) hereto, Seller has paid all payments and sums due and payable under each applicable Assumed Contract and Lease to which it is a party and has performed any obligations required to be performed by it to date under such Assumed Contract and Lease and is not in breach or default thereunder and, to the knowledge of Seller, no other party to any of the Assumed Contracts and Leases is in breach or default thereunder.

4.9 **Compliance With Laws, Permits, Licenses, etc.** Seller is in compliance with all Legal Requirements in connection with the Purchased Assets and the Business. No written communication, whether from a Governmental Body, citizens group, employee or otherwise, has been received by Seller and, to the knowledge of Seller, investigation or review is pending or threatened by any Governmental Body with respect to (i) any alleged violation by Seller of any Permit, law, ordinance, regulation, requirement or order of any Governmental Body (including, without limitation, any applicable health, sanitation, fire, safety, zoning or building permit law, ordinance, regulation, requirement or order) relating to the operations conducted by Seller in connection with the Business or (ii) any alleged failure to have all Permits required in connection with the operations conducted by Seller in connection with the Business. Schedule 4.9 lists the material Permits required in connection with the operation of the Business as it is now being operated and conducted by Seller. Seller holds all Permits necessary to operate or conduct the Business, and all Permits held by Seller are valid, effective and in good standing as of the date hereof, except where the non-validity or non-effectiveness of the same could not reasonably be expected to have a Material Adverse Effect.

4.10 **Brokers.** No Person is or will become entitled to receive any brokerage or finder's fee, financial advisory fee or other similar payment in connection with the transactions contemplated by this Agreement by virtue of having been engaged by or acted on behalf of any Seller.

4.11 **Employees.**

(a) Set forth on Schedule 4.11(a) hereto is a list of all employees of Seller and the Business as of the date hereof and their respective (i) positions and (ii) salary.

(b) Set forth on Schedule 4.11(b) hereto is a list of each employment, severance, retention or similar agreement or contract as of the date hereof, individually or collectively, with employees of Seller or the Business.

4.12 **Real Estate.** Except for as set forth on Schedule 4.12, Seller neither owns nor leases any real estate used in the Business.

4.13 **Insurance.** Schedule 4.13 hereto contains a list of the currently effective insurance policies of Seller with respect to the Business or Purchased Assets.

4.14 **Labor Matters.** Seller has never been a party to any collective bargaining agreement, and, with respect to the Business (a) Seller is in compliance in all respects with all federal, state, foreign or other applicable laws respecting employment and employment practices, terms and conditions of employment, wages and hours and occupational safety and health, and is not engaged in any unfair labor practices; (b) no unfair labor practice complaint or other labor-related claim or charge against Seller is pending before the National Labor Relations Board or any other federal, state or local agencies; (c) there has been no labor strike, dispute, slowdown or stoppage in the past three years, nor is any such event pending or threatened against or involving Seller; (d) there are no union organization efforts presently being made involving Seller or any of its employees; (e) there are no material controversies or grievances pending or threatened between Seller and any of its employees, former employees or organization representing either; (f) Seller has not experienced any material labor difficulty during the last three years; and (g) no collective bargaining agreement is currently being negotiated by Seller. There has not been and there will not be any material adverse change in relations with employees of Seller engaged in the Business as a result of any announcement or consummation of the Contemplated Transactions. None of the employees of Seller engaged in the Business is obligated under any contract or other agreement, or subject to any judgment, decree or order of any court or agency, which materially conflicts with Seller's Business as presently or proposed to be conducted. No key employee of Seller engaged in the Business has notified Seller he or she is planning to terminate his or her employment.

4.15 **Employee Benefit Plans.** Schedule 4.15 sets forth a true and complete list of the employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*")) currently maintained, sponsored or contributed to by Seller or any entity that would be deemed a "single employer" with Seller within the meaning of Section 414(b), (c), (m) or (o) of the Code, and all material bonus, stock option, stock purchase, stock appreciation right, incentive, deferred compensation, supplemental retirement, post-retirement or post-termination health or welfare benefit, severance, welfare, medical, life, vacation, sickness, change in control, death benefit and other similar fringe and employee benefit plans, programs, policies and arrangements, and all employment and consulting agreements, in each case for the benefit of, or relating to, any employee or former employee of Seller (including their beneficiaries) (collectively, the "*Seller Employee Plans*"). For purposes of the preceding sentence, "material" means any program, plan, benefit, policy or arrangement involving either more than five (5) persons or aggregate liability in excess of $250,000. Except as set forth in Schedule 4.15 and except as would not have an Material Adverse Effect, with respect to any of the Seller Employee Plans, (i) each Seller Employee Plan (other than a Multiemployer Plan) intended to qualify under Section 401(a) of the Code is so qualified and has received a favorable determination letter from the Internal Revenue Service (the "*IRS*") or, pursuant to Revenue Proceeding 2005-16, may rely upon an opinion or advisory letter; (ii) no such Seller Employee Plan is a "multiemployer plan" within the meaning of Section 3(37) or 4001(a)(3) of ERISA or Section 414(f) of the Code (a "*Multiemployer Plan*") or a single employer pension plan within the meaning of Section 4001(a)(15) of ERISA that is subject to Sections 4063 and 4064 of ERISA (a "*Multiple Employer Plan*"), and no withdrawal liability exists with respect to any Multiemployer Plan or Multiple Employer Plan; (iii) there has been no "prohibited transaction" within the meaning of Section 4975(c) of the Code or Section 406 of ERISA, involving the assets of any of the Seller Employee Plans; (iv) no "accumulated funding deficiency" (within the meaning of Section 412 of the Code and Section 302 of ERISA) has been incurred, and no excise or other Taxes have been incurred or are due and owing by Seller with respect to any of the Seller Employee Plans because of any failure to comply with the minimum funding standards of the Code and ERISA; (v) no private or governmental action, suit, proceeding, litigation, arbitration or investigation has been instituted or is threatened against or with respect to any Seller Employee Plan (other than routine claims for benefits and appeals of such claims); (vi) each Seller Employee Plan (other than a Multiemployer Plan) complies and has been maintained and operated in accordance with its terms and applicable Legal Requirements, including, without limitation, ERISA and the Code; (vii) no Seller Employee Plan (other than a Multiemployer Plan) is under audit or investigation by the IRS, U.S. Department of Labor or any other Governmental Body; (viii) except as required by Section 4980B(f) of the Code, no Seller Employee Plan provides medical, death or welfare benefits (whether or not insured) with respect to current or former employees of Seller beyond their retirement or other termination of employment; and (ix) the consummation of the Contemplated Transactions (either alone or in conjunction with any other event) will not entitle any current or former employee of Seller to any payment (whether of severance pay, unemployment compensation, golden parachute, bonus or otherwise) or increase the amount of compensation due to any employee of Seller. Notwithstanding the foregoing, the representations and warranties contained in this Section 4.15 (other than the representations and warranties contained in subsections (ii), (iii) and (viii)) are qualified such that to the extent that any such representation or warranty applies to a Seller Employee Plan that is a Multiemployer Plan, such representation or warranty shall be deemed to be to the knowledge of Seller.

4.16 **Purchased Assets.** As to the Seller, the Purchased Assets do not constitute substantially all of the properties of the Seller within the meaning of Section 368(a)(1)(C) of the Code.

4.17 **Representations True and Correct.** Neither the Financial Statements, this Agreement nor the other documents contemplated hereby nor any certificate or other information or document furnished or to be furnished by Seller to Buyer contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make the statements herein or therein not misleading. There is no fact known to Seller which materially and adversely affects the Purchased Assets, the Business or its properties or assets, which has not been set forth in this Agreement, the Financial Statements, any Schedule, Exhibit or certificate attached hereto or delivered in accordance with the terms hereof.

ARTICLE 5.
REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement and to consummate the Contemplated Transactions, Buyer hereby represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows:

5.1 **Organization and Good Standing.** Buyer is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Illinois.

5.2 **Authority; No Conflict.**

(a) Buyer has the full power and authority to execute and deliver this Agreement and the other documents contemplated hereby to which it is a party and to consummate the Contemplated Transactions. The execution and delivery of this Agreement and the other documents contemplated hereby to which Buyer is a party and the performance and consummation of the transactions contemplated hereby and thereby by Buyer have been duly authorized by all necessary corporate actions on the part of Buyer. Upon execution and delivery by Buyer of this Agreement and the other documents contemplated hereby to which Buyer is a party and, subject to the due authorization, execution and delivery of such agreements by the other parties thereto, each of this Agreement and the other documents contemplated hereby will constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer will give any Person the right to prevent, delay, or otherwise interfere with any of the Contemplated Transactions pursuant to: any provision of Buyer's Organizational Documents; any resolution adopted by the board of directors or the stockholders of Buyer; any Legal Requirement or order to which Buyer may be subject; or any contract to which Buyer is a party or by which Buyer may be bound.

5.3 **Consents**. Except for the consent of Crestmark Bank and such consents as may be obtained prior to Closing, Buyer is not and will not be required to obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

5.4 **Certain Proceedings**. As of the date hereof, there is no pending proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To Buyer's knowledge, no such proceeding has been threatened as of the date hereof.

5.5 **Brokers or Finders**. Buyer and its officers and agents have incurred no liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

5.6 **SEC Reports**. Parent's reports (and financial statements included therein) filed with the SEC ("*SEC Reports*") from January 1, 2009 through the date hereof (the "*Reporting Period*") are accurate in all material respects and comply in all material respects with the SEC's information reporting requirements with respect to such reports. Parent has filed all SEC Reports due during the Reporting Period. There has been no material adverse change in Parent's financial condition, business or prospects since February 5, 2010, other than such changes due to circumstances affecting the staffing and human resources services industry generally. The financial statements contained in the SEC Reports fairly present the consolidated financial condition and results of operations of Parent as at and for the periods therein specified in accordance with GAAP, all as more particularly set forth in such financial statements and the notes thereto. The SEC Reports do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

5.7 **Issuance of Shares**. Parent has reserved and set aside for future issuance the shares of its common stock to be issued to Seller under Section 2.5(a) hereof. Such shares are duly authorized and, when issued in accordance with this Agreement, will be validly issued, fully paid and non-assessable, free from all taxes, liens, claims, encumbrances and charges with respect to the issue thereof, will not be subject to preemptive rights or other similar rights of shareholders of Parent, and will not impose personal liability on the holders thereof.

ARTICLE 6.

COVENANTS

6.1 **Covenant Not to Compete**. From and after Closing, each of Seller and Mr. Bean covenants and agrees as follows:

(a) Each of Seller and Mr. Bean hereby acknowledges that it is familiar with the Business and the trade secrets and with other confidential information related to the Business. Each of Seller and Mr. Bean acknowledges and agrees that Parent and Buyer would be irreparably damaged if Seller, Mr. Bean or any of their respective Affiliates, were to provide services to or otherwise participate in the business of any Person competing with the Business in a similar business and that any such competition by Seller and/or Mr. Bean would result in a significant loss of goodwill by Parent and Buyer. Each of Seller and Mr. Bean further acknowledges and agrees that the covenants and agreements set forth in this Section 6.1 were good and sufficient consideration for Seller and Mr. Bean and were a material inducement to Parent and Buyer to enter into this Agreement and to perform their respective obligations hereunder, and that Parent and Buyer would not obtain the benefit of the bargain set forth in this Agreement as specifically negotiated by the Parties hereto if Seller and/or Mr. Bean breached the provisions of this Section 6.1. Therefore, each of Seller and Mr. Bean agrees, in further consideration of the Purchased Assets and the goodwill of the Business sold by Seller and Mr. Bean, that during the five (5) year period after the Closing Date (the "*Restricted Period*"), Each of Seller and Mr. Bean shall not (and shall cause its Affiliates not to) directly or indirectly own any interest in, manage, control, participate in (whether as an owner, officer, director, manager, employee, partner, agent, representative or otherwise), consult with, render services for, or in any other manner engage anywhere where the Business is presently conducted or presently proposed to be conducted (including, without limitation, within a fifty (50) mile radius of 1570 Lakeview Drive, Sebring, Florida) in any business engaged directly or indirectly relating to the Business or the business engaged in by Buyer; provided that nothing herein shall prohibit Seller or Mr. Bean from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded so long as none of such Persons has any active participation in the business of such corporation. Each of Seller and Mr. Bean acknowledges that the geographic restrictions and time periods, as well as all other restrictions and covenants contained in Section 6.1 are reasonable and necessary, and supported by good and valuable consideration, to protect the goodwill of Buyer's business and the Business being sold by Seller and Mr. Bean pursuant to this Agreement.

(b) Until an employee has been separated from employment by Buyer (or its Affiliate) for at least one year, each of Seller and Mr. Bean agrees that it shall not (and shall cause its Affiliates not to) directly, or indirectly through another Person during the two (2) year period after the Closing Date, (i) induce or attempt to induce any employee of the Business, or any of their Affiliates to leave the employ of the Business, Buyer or any of their Affiliates, or in any way interfere with the relationship between the Business, Buyer or any of their Affiliates and any employee thereof, (ii) hire any person who was an employee of the Business, Buyer or any of their Affiliates at any time during the twelve-month period immediately prior to the date on which such hiring would take place (it being conclusively presumed by the Parties so as to avoid any disputes under this Section 6.1 that any such hiring within such twelve-month period is in violation of clause (i) above).

(c) Each of Seller and Mr. Bean agrees that it shall not (and shall cause its Affiliates not to) directly, or indirectly through another Person during the Restricted Period, call on, solicit or service any client, customer, supplier, licensee, licensor or other business relation of Buyer, the Business, or any of their Affiliates (including any Person that was a client, customer, supplier or other potential business relation of Buyer, the Business, or any of their Affiliates at any time during the twelve month period immediately prior to such call, solicit or service), induce or attempt to induce such Person to cease doing business with the Business, Buyer or any of their Affiliates, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor or business relation and the Business, Buyer or any of their Affiliates (including making any negative statements or communications about the Business, Buyer or any of their Affiliates). After the Closing, neither Mr. Bean nor Seller shall make any negative statements or communications about Parent or Buyer, the Business, the Purchased Assets or any of their Affiliates' businesses.

(d) If, at the time of enforcement of the covenants contained in this Section 6.1 (the "*Restrictive Covenants*"), a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the Parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed and directed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law. Each of Seller and Mr. Bean has consulted with legal counsel regarding the Restrictive Covenants and based on such consultation has determined and hereby acknowledges that the Restrictive Covenants are reasonable in terms of duration, scope and area restrictions and are necessary to protect the goodwill of the Business, Buyer's business and the substantial investment in the Business made by Parent and Buyer hereunder.

(e) If Seller, Mr. Bean or any Affiliate of Seller or Mr. Bean breaches, or threatens to commit a breach of, any of the Restrictive Covenants, Parent and Buyer shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to Parent and Buyer at law or in equity: (i) the right and remedy to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Business and Parent and Buyer and that money damages would not provide an adequate remedy to Buyer and that a bond of no more than $250 is sufficient to any action by Parent and Buyer for temporary or injunctive relief; and (ii) the right and remedy to require Seller and/or Mr. Bean to account for and pay over to Parent and Buyer any profits, monies, accruals, increments or other benefits derived or received by such Person as the result of any transactions constituting a breach of the Restrictive Covenants.

(f) In the event of any breach or violation by Seller and/or Mr. Bean of any of the Restrictive Covenants, the time period of such covenant shall be tolled until such breach or violation is resolved.

(g) Nothing contained in this Agreement shall prohibit Seller or Mr. Bean, from (i) collecting any receivables of Seller arising from the operation of the Business prior to the Closing, or (ii) winding down the business of Seller (other than the Business and the Purchased Assets).

6.2 **Additional Listing Application and Issuance of Shares.** Parent covenants and agrees as follows:

(a) As promptly as possible following the Closing, Parent agrees to prepare and submit to the NYSE Amex Stock Exchange, an additional listing application for the shares of Parent's common stock representing the Purchase Price (the "*Additional Listing Application*").

(b) As promptly as possible following the final approval of the Additional Listing Application by the NYSE Amex Stock Exchange, Parent shall issue or cause to be issued to Seller, the shares of Parent's common stock representing the Purchase Price.

6.3 **Further Assurances**. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement, including without limitation, furnishing any information necessary for the submission of the Additional Listing Application and any subsequent additional listing applications to the NYSE Amex Stock Exchange.

6.4 **Employees of the Business**. Buyer shall have no obligation to hire any employee of Seller. An employee of Seller who accepts an offer of employment from Buyer shall become an employee of Buyer on the date such person reports to work for Buyer.

6.5 **Final Payroll**. Seller shall pay the amount of salaries, wages and benefits earned through the Closing Date by each employee of Seller who may become an employee of Buyer on the Closing Date on Seller's next regularly scheduled pay date for that employee.

6.6 **Stock Consideration.**

(a) The Stock Consideration shall be subject to the Registration Rights Agreement. Seller acknowledges that such Stock Consideration shall be issued to Seller pursuant to applicable exemptions from registration requirements under the Securities Act and applicable exemptions from the securities qualification requirements of state law. Seller acknowledges that the Stock Consideration may not be resold or transferred unless an exemption from such registration and qualification requirements is available. Seller further understands and acknowledges that the Stock Consideration may not be resold pursuant to Rule 144, as promulgated by the Securities and Exchange Commission under the Securities Act, unless all of the conditions of such Rule 144 are met. Notwithstanding the foregoing, Seller agrees not to effect any transfer or resale of the Stock Consideration unless and until Seller shall have notified Parent of the proposed disposition of such shares and provided a written summary of the terms and conditions of the proposed disposition and Seller shall have provided Parent with written assurances, in form and substance reasonably satisfactory Parent, that the proposed disposition does not require registration of such shares under the Securities Act or qualification under state securities laws of any applicable state, or all appropriate action necessary for compliance with the registration requirements of the Securities Act or of any exemption from registration under the Securities Act, and of qualification under applicable state law or exemption therefrom, has been taken.

(b) Seller further acknowledges that Parent shall not be required to transfer on its books any of the Stock Consideration that has been sold or transferred in violation of the provisions of this Agreement or treat as the owner of any such Stock Consideration, or otherwise to accord voting or dividend rights, to any transferee to whom any of such Stock Consideration has been transferred in violation of this Agreement.

6.7 **Use of Name.** As promptly as possible following the Closing, Seller shall file all documents and take all actions necessary to enable Buyer to utilize the name of Seller, as a dba, assumed name, trade name or otherwise. After the Closing Date, neither Seller nor any of its Affiliates, shall transact business as, or use in the conduct of its businesses or otherwise, the name used by it as of the date hereof, On-Site Services, Inc., or any other similar name. From and after the Closing, Seller covenants and agrees not to and to cause its Affiliates not to use or otherwise employ the trade name, corporate name, dba or similar Intellectual Property rights utilized by Seller in the conduct of the Business prior to the Closing, which rights are included in the Purchased Assets purchased hereunder.

6.8 **Collection of Post-Closing Receivables.** To the extent that Seller or any of its Affiliates shall receive any payment, collection and proceeds in respect of any post-Closing accounts receivable, Seller or its Affiliate, as the case may be, shall be deemed to have received such payments, collections or proceeds in trust for Buyer and shall immediately transfer and return to, or in accordance with the written direction of, Buyer, at such account or other place as Buyer may so instruct, and in the form received (subject to endorsement where appropriate).

ARTICLE 7.
INDEMNIFICATION

7.1 **Seller's Indemnity.** Seller and Mr. Bean agree to indemnify, defend and hold Buyer (and Buyer's officers, representatives, directors, employees, successors, Affiliates and permitted assigns) harmless from and against any and all loss, Liability, obligation, claim, demand, lawsuit, action, assessment, damage (including punitive, exemplary, consequential, lost profits and business interruption), or expenses whatsoever (including interest, penalties, fines, attorneys' fees and expenses (including those incurred to enforce rights to indemnification hereunder, and consultant's fees and other costs of defense or investigation), and interest on amounts payable as a result of any of the foregoing ("*Damages*") which may be asserted against, imposed upon or incurred by any of them by reason of, resulting from, or in connection (directly or indirectly) with the following:

(i) any inaccuracy in or breach of any representation or warranty of Seller or Mr. Bean contained in or made pursuant to this Agreement, provided, however, that the determination of whether such an inaccuracy or breach has occurred will disregard (I) materiality qualifiers (including those relating to yielding a "Material Adverse Effect"), (II) knowledge qualifiers (other than those involving knowledge of contemplated or threatened acts or omissions of third parties) and (III) time limitations that limit disclosure in any representation and warranty to acts or omissions or facts or circumstances after a specified date.

(ii) any breach of any covenant or agreement contained in, made, or to be performed by Seller pursuant to this Agreement; and

(iii) the operation of the Business prior to the Closing Date (including but not limited to Damages arising by reason of (A) goods and services provided and sold by Seller prior to the Closing Date; (B) acts or omissions of Seller and its employees occurring prior to the Closing Date; and (C) Damages arising with respect to the litigation disclosed in Schedule 4.6).

7.2 **Buyer's Indemnity.** Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all losses, liabilities, damages, costs and expenses (including court costs and reasonable attorneys' fees) incurred by Seller to the extent arising from or attributable to: (a) the breach of any representation or warranty of Buyer contained in this Agreement; (b) any breach of any covenant or agreement of Buyer contained in this Agreement; and (c) the operation of the Business after the Closing Date (including but not limited to those arising by reason of (A) goods and services provided and sold by Buyer after the Closing Date; and (B) acts or omissions of Buyer and its employees occurring after the Closing Date).

7.3 **Right of Set Off.** Buyer may, but shall not be obligated to, deduct the amount of any Damages from any Additional Consideration may be due Seller under Section 2.5.

7.4 **Survival.** All representations and warranties of any Party contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the Contemplated Transactions, but shall be extinguished and be of no further force or effect five (5) years after the Closing Date.

7.5 **Procedure for Indemnification.**

(a) Promptly after receipt by an indemnified party of notice of the commencement of any proceeding against it by a third party, such indemnified party will, if a claim is to be made against any indemnifying party with respect to such action, give notice to the indemnifying party of the commencement of such claim.

(b) The indemnifying party will be entitled to participate in such proceeding and, to the extent that it wishes to assume the defense of such proceeding with counsel reasonably satisfactory to the indemnified party and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party for any fees of other counsel or any other expenses with respect to the defense of such proceeding subsequently incurred by the indemnified party in connection with the defense of such proceeding. In connection with any indemnification, the indemnified party will cooperate with all reasonable requests of the indemnifying party. A claim for indemnification for any matter not involving a third party claim may be asserted by prompt written notice to the party from whom indemnification is sought, subject to any limitations contained in this Article VII.

(c) The indemnifying party shall have 10 days to object to any notice of claim or loss made by an indemnified party. If the indemnifying party objects to such notice of claim or loss, or fails to respond in such time period, the Parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, or another mutually agreeable dispute resolution mechanism, either of the Parties has the right to request non-binding mediation. If mediation fails to resolve the dispute, the Parties agree to submit the matter in dispute to binding arbitration. Written notice of the intent to submit a matter to arbitration shall be given by the party requesting the same. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or, if the Parties so agree, the relevant rules of another arbitration entity or organization agreed upon by the Parties. In any case, regardless of any rules of the selected arbitration organization to the contrary, only one (1) arbitrator shall be used to decide the outcome of the arbitration. Such arbitration shall be held in the State of Florida, or if the Parties agree upon another location, that other location. The arbitrator shall prepare and serve a written decision which shall state the bases of the award and include detailed findings of fact and conclusions of law and designating the party against whom the decision is rendered. The award may be vacated, modified or corrected based upon any grounds referred to in the Federal Arbitration Act, where the arbitrators' findings of fact are not supported by substantial evidence, or where the arbitrators' conclusions of law are erroneous. The costs of the arbitration shall be shared equally by the Parties, provided that the fees, costs, and expenses of the prevailing party (as reasonably determined by the arbitrator(s)), including arbitrators' and reasonable attorney fees incurred in connection with any such arbitration, shall be paid by the losing party in the event the arbitrator(s) determine the proceeding was brought or defended in bad faith by the losing party. The costs and expenses of the prevailing party in collecting any such award shall be paid by the non-prevailing party.

ARTICLE 8.
GENERAL PROVISIONS

8.1 **Notices.** Notices and other communications required by this Agreement will be in writing and delivered by hand against receipt or sent by recognized overnight delivery service, by certified or registered mail, postage prepaid, with return receipt requested or by facsimile. All notices will be addressed as follows:

If to Seller and/or Mr. Bean:

WTS Acquisition Inc.
5025 West Lemon Street
Suite 200
Tampa, Florida 33609
Telephone: (813) 637-2140
Facsimile: (813) 637-2222
Attention: Thomas Bean

with a copy to:

Judson B. Wagenseller, Esq.
Suite 203
11921 Brinley Ave.
Louisville, Kentucky 40243
Telephone (502) 410-6900
Facsimile (502) 410-6902

If to Buyer and/or Parent:

General Employment Enterprises, Inc.
One Tower Lane, Suite 2200
Oakbrook Terrace, Illinois 60181
Telephone: (630) 954-0400
Facsimile: (630) 954-0595
Attention: General Counsel

with a copy to:

Olshan Grundman Frome Rosenzweig & Wolosky LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
Telephone: (212) 451-2300
Facsimile: (212) 451-2222
Attention: Robert H. Friedman, Esq.

or such address as shall be furnished by such notice to the other Parties or to such other addresses as may be designated by a proper notice. Notices will be deemed to be effective upon receipt (or refusal thereof) if personally delivered or sent by recognized overnight delivery service, upon three (3) days following the date of mailing if sent by certified mail or upon electronically verified transmission, if such delivery is by facsimile, provided that any such facsimile transmittal is confirmed by sending, within twenty-four (24) hours, a copy of such transmittal by overnight delivery service.

8.2 **Confidentiality**. Buyer and Seller will maintain in confidence, and will cause the officers, employees, agents, and advisors of Buyer and Seller to maintain in confidence, any written, oral, or other information obtained in confidence from another party in connection with this Agreement or the Contemplated Transactions, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing in connection with or obtaining any consent or approval required for the consummation of the Contemplated Transactions, or (c) the furnishing or use of such information is required by legal proceedings. If the Contemplated Transactions are not consummated, each Party will return or destroy as much of such written information as the other Party may reasonably request.

8.3 **Binding Agreement; Assignment .** This Agreement and the right of the Parties hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, heirs, estates and legal representatives. This Agreement shall not be assigned by any Party without the express written consent of the other Parties, which consent shall not be unreasonably withheld or delayed, provided that Buyer may assign its purchase rights to an Affiliate without consent of Seller, whereupon such Affiliate shall be "Buyer" for all purposes hereunder.

8.4 **Entire Agreement; Amendment.** This Agreement, and the Exhibits and Schedules attached hereto, constitute the entire Agreement and understanding among the Parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other Party unless reduced to writing and signed by both Parties.

8.5 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Receipt of faxed or scanned and emailed signature pages shall have the same legal effect as the receipt of original signature pages.

8.6 **Expenses.** The Parties hereto will each pay their own attorneys' and accountant fees, expenses and disbursements in connection with the negotiation and preparation of this Agreement and the other Contemplated Transactions and, unless otherwise set forth in this Agreement, all other costs and expenses incurred in performing and complying with all conditions to be performed under this Agreement and the other Contemplated Transactions.

8.7 **Further Assurances.** Upon reasonable request from time to time, the Parties hereto will deliver and/or execute such further instruments as are necessary or appropriate to the consummation of the Contemplated Transactions.

8.8 **Construction.** Within this Agreement, the singular shall include the plural and the plural shall include the singular, and any gender shall include the other genders, all as the meaning in the context of this Agreement shall require. Nothing in this Agreement shall be construed against the draftsperson solely on the basis of drafting alone, given that both Parties fully reviewed and negotiated this Agreement with their counsel. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

8.9 **Exhibits and Schedules.** All Exhibits and Schedules attached to this Agreement are by this reference incorporated herein and made an essential part hereof.

8.10 **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts executed in and to be performed entirely in that State, without regard to conflicts of laws principles thereof to the extent that the general application of the laws of another jurisdiction would be required thereby. The Parties hereto hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the County of Highlands, State of Florida, in any action or proceeding arising out of or relating to this Agreement, and the Parties hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined exclusively in such state or federal court. The Parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection which they or any of them may now or hereafter have to the laying of the venue of any such action or proceeding brought in any such court, and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

8.11 **No Third-Party Beneficiaries.** This Agreement is not intended, and shall not be deemed, to confer upon or give any Person except the Parties hereto and their respective successors and assigns any remedy, claim, Liability, reimbursement, cause of action or other right under or by reason of this Agreement.

8.12 **Time of Essence.** Time is of the essence for this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

SELLER:

ON-SITE SERVICES, INC.

By: /s/ Thomas J. Bean
Name: Thomas J. Bean
Title: President

BUYER:

TRIAD PERSONNEL SERVICES, INC.

By: /s/ Salvatore J. Zizza
Name: Salvatore J. Zizza
Title: Chief Executive Officer

PARENT:

GENERAL EMPLOYMENT ENTERPRISES, INC.

By: /s/ Salvatore J. Zizza
Name: Salvatore J. Zizza
Title: Chief Executive Officer

/s/ Thomas Bean
THOMAS BEAN

List of Exhibits

Exhibits

Exhibit 2.6	Employment Agreement with Curtis Donovan
Exhibit 3.2	Registration Rights Agreement

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is effective as of June 1, 2010, by and among General Employment Enterprises, Inc., an Illinois corporation (the "Company"), Triad Personnel Services, Inc., an Illinois corporation ("Triad"), and On-Site Services, Inc., a North Carolina corporation (the "Selling Shareholder").

R E C I T A L S:

WHEREAS, the Selling Shareholder, Thomas Bean, the Company and Triad have entered into that certain Asset Purchase Agreement, effective as of June 1, 2010 (the "Asset Purchase Agreement"), which Asset Purchase Agreement provides, among other things, for the sale of certain of the assets of the Selling Shareholder to Triad;

WHEREAS, in connection with the Asset Purchase Agreement, the Company agreed to issue to the Selling Shareholder that number of shares, subject to adjustment, of its common stock, no par value (the "Common Stock"), equal to $600,000 divided by the average of the closing price for the Company's Common Stock on the NYSE Amex Stock Exchange for the 20 consecutive trading days immediately prior to the second trading prior to the Closing of the Asset Purchase Agreement; and

WHEREAS, as a condition to its willingness to enter into the Asset Purchase Agreement, the Selling Shareholder has required that certain matters be agreed and set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Article 1
DEFINITIONS

As used herein, the following terms shall have the following respective meanings:

1.1 "Affiliate" of a specified Person means a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

1.2 "Agreement" shall have the meaning set forth in the first paragraph of this Agreement.

1.3 "Asset Purchase Agreement" shall have the meaning set forth in the Recitals.

1.4 "Closing" shall have the meaning set forth in the Asset Purchase Agreement.

1.5 "Commission" shall mean the U.S. Securities and Exchange Commission or any other successor federal agency at the time administering the Securities Act.

1.6 "Common Stock" shall have the meaning set forth in the Recitals.

1.7 "Company" shall have the meaning set forth in the Recitals.

1.8 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

1.9 "Holders" shall mean and include the Selling Shareholder and any permitted transferee thereof who holds Registrable Securities of record.

1.10 "Indemnified Party" shall have the meaning set forth in Section 5.3.

1.11 "Indemnifying Party" shall have the meaning set forth in Section 5.3.

1.12 "Person" shall mean an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization or other entity.

1.13 "Register," "registered" and "registration" refer to a registration effected by preparing and filing with the Commission a registration statement in compliance with the Securities Act, and the declaration or ordering by the Commission of the effectiveness of such registration statement.

1.14 "Registrable Securities" means, with respect to each Holder, any and all shares of Common Stock that are issued under the terms of the Asset Purchase Agreement, until the earliest to occur of the date on which (i) the resale of such shares of Common Stock has been registered pursuant to the Securities Act and such shares of Common Stock have been disposed of in accordance with the registration statement relating to such resale; and (ii) the entire amount of the Registrable Securities held by such Holder may be sold in a single sale pursuant to Rule 144 of the Securities Act. For the avoidance of doubt, the term "Registrable Securities" shall exclude in all cases, however, such shares of Common Stock (i) following their sale by a Holder to the public pursuant to a registered offering or pursuant to Rule 144 or (ii) sold in a private transaction in which the Holder's registration rights under this Agreement are not assigned.

1.15 "Registration Expenses" shall mean all reasonable and customary expenses incurred by the Company in complying with Articles 2 and 4 hereof, including, without limitation, all registration, qualification and Commission, National Association of Securities Dealers, Inc., stock exchange and other filing fees, printing expenses, duplication expenses relating to copies of any registration statement or prospectus delivered to any Holders, escrow fees, fees and disbursements of legal counsel for the Company, fees and disbursements of the Company's accountants and blue sky fees and expenses. Registration Expenses shall be distinct from Selling Expenses.

1.16 "Rule 144" shall mean Rule 144 under the Securities Act or any other successor rule or regulation then in effect.

1.17 "Securities Act" shall mean the Securities Act of 1933, as amended, or any successor federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

1.18 "Selling Expenses" shall mean all underwriting, selling broker or dealer manager fees, discounts and selling commissions applicable to the Registrable Securities registered on behalf of the Holders.

1.19 "Selling Shareholder" shall have the meaning set forth in the first paragraph of this Agreement.

1.20 "Triad" shall have the meaning set forth in the Recitals.

Article 2
COMPANY REGISTRATION

2 . 1 Notice of Registration to Holders. If at any time or from time to time from and after the date the Company issues the shares of Common Stock to the Selling Shareholder pursuant to the terms of the Asset Purchase Agreement, the Company shall determine to register any of its securities, either for its own account or the account of any security holder or holders, other than (i) a registration relating solely to employee benefit plans on Form S-8 (or any successor form) or relating to a dividend reinvestment plan, stock option plan or other compensation plan, (ii) a registration on Form S-4 (or any successor form) or other registration in connection with mergers, acquisitions, exchange offers or similar transactions, (iii) a registration on any form that does not permit secondary sales or (iv) a registration relating solely to a subscription offering or a rights offering, the Company will:

(a) promptly give to the Holders written notice thereof; and

(b) include in such registration (and any related qualification under blue sky laws or other compliance), and in any underwriting involved therein, all of the Registrable Securities specified in a written request, made within 15 days after receipt of such written notice from the Company described in Section 2.1(a), by the Holders; provided, however, that if the Company is effecting a registration pursuant to a demand request of a shareholder other than a Holder, then the Holders' right to request registration of their Registrable Securities shall be subject to the contractual rights of such shareholder making the demand request.

2.2 Underwriting.

(a) If the registration of which the Company gives notice is for an offering involving an underwriting, the Company shall so advise the Holders as part of the written notice given pursuant to Section 2.1(a). In such event, the right of the Holders to registration pursuant to this Article 2 shall be conditioned upon a Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. The Holders (together with the Company) shall enter into an underwriting agreement in customary form with the managing underwriter selected for such underwriting solely by the Company; provided, however, that the liability of a Holder thereunder shall in no event exceed the lesser of (i) the Holder's pro-rata portion of the liability based on the Holder's shares sold in the offering as compared to the total number of shares sold in the offering, and (ii) an amount equal to the net proceeds from the offering received by such Holder.

(b) Notwithstanding any other provision of this Article 2, if the managing underwriter determines that marketing factors require a limitation of the number of shares to be underwritten, the Company shall so advise the Holders, and the number of shares of Common Stock to be included in such registration shall be allocated as follows: (i) first, for the account of the Company, all shares of Common Stock proposed to be sold by the Company; and (ii) second, for the account of any Holders and any other shareholders of the Company participating in such registration who have contractual rights to be included in such registration similar to the rights of the Holders, the number of shares of Common Stock requested to be included in the registration by such Holders and such other shareholders in proportion, as nearly as practicable, to the respective number of shares that are proposed to be offered and sold by the Holders and such other shareholders at the time of filing the registration statement; provided that, if the Company is effecting a registration pursuant to a demand request of a shareholder, clause (i) of this subsection shall be deemed to cover the shares of Common Stock proposed to be sold by such other shareholder and clause (ii) of this subsection shall include, on a basis pari passu with any shareholders who have contractual rights to be included in such registration similar to the rights of the Holders, any shares proposed to be sold by the Company. No Registrable Securities or other shares of Common Stock excluded from the underwriting in this Article 2 by reason of the underwriters' marketing limitation shall be included in such registration.

(c) If a participating Holder disapproves of the terms of any underwriting under this Article 2, such Holder exercising rights pursuant to this Article 2 may elect to withdraw therefrom by written notice to the Company and the managing underwriter. Any securities excluded or withdrawn from such underwriting shall be withdrawn from such registration; provided that the Company may determine, at its election, to increase, on a pro rata basis for the securities of shareholders then included in the registration (giving effect to the withdrawal), the number of shares of the other shareholders participating in the registration.

(d) The Company shall have the right to terminate or withdraw any registration initiated by the Company under this Article 2 prior to the effectiveness of such registration, whether or not a Holder has elected to include Registrable Securities in such registration.

(e) For the avoidance of doubt, the Selling Shareholder may not request to include in any piggyback registration under this Article 2 any shares of Common Stock (and shall not exercise piggyback rights with respect thereto or request their inclusion as of a later date) until such time as such shares of Common Stock have been issued to the Selling Shareholder by the Company in accordance with the terms of the Asset Purchase Agreement.

Article 3
EXPENSES OF REGISTRATION

All Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Articles 2 and 4 hereof shall be borne by the Company. The Holders shall pay all of their own costs and expenses of any sale under this Agreement, including all fees and expenses of any counsel (and any advisers) representing such Holder and any stock transfer taxes. All Selling Expenses relating to Registrable Securities registered on behalf of a Holder shall be borne by such Holder.

Article 4
REGISTRATION PROCEDURES

(a) In the case of each registration effected by the Company pursuant to this Agreement, the Company will keep each Holder advised in writing as to the initiation of each registration and as to the completion thereof. The Company agrees to use its commercially reasonable efforts to effect or cause such registration to permit the sale of the Registrable Securities covered thereby by the Holders thereof in accordance with the intended method or methods of distribution thereof described in such registration statement. In connection with any registration of any Registrable Securities, the Company shall:

(i) prepare and file with the Commission a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective;

(ii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus included therein as may be necessary to effect and maintain the effectiveness of such registration statement pursuant to the applicable rules and regulations of the Commission and the instructions applicable to the form of such registration statement (provided, however, that the Company shall not be obliged to maintain the effectiveness of such registration statement longer than through the earlier of (A) six months following the effective date of such registration statement and (B) such time as all Registrable Securities registered thereunder have been sold pursuant to such registration statement), and furnish to the Holders of the Registrable Securities covered thereby copies of any such supplement or amendment prior to its use and/or filing with the Commission;

(iii) promptly notify the Holders whose Registrable Securities are to be included in a registration statement hereunder, the sales or placement agent, if any, therefor and the managing underwriter of the securities being sold, and confirm such advice in writing, (A) when such registration statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed and, with respect to such registration statement or any post-effective amendment, when the same has become effective, (B) of the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or the initiation of any proceedings for that purpose, (C) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, (D) of any request by the Commission for any amendment or supplement to a registration statement or related prospectus or related information or (E) if, at any time when a prospectus is required to be delivered under the Securities Act, such registration statement or prospectus, or any document incorporated by reference in any of the foregoing, contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made. In the case of clause (E), the Company shall promptly prepare a supplement or amendment to such registration statement to correct such untrue statement or omission;

(iv) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of such registration statement or any post-effective amendment thereto or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Registrable Securities included in such registration statement for sale in any jurisdiction at the earliest practicable date;

(v) furnish to each Holder of Registrable Securities to be included in such registration statement hereunder, each placement or sales agent, if any, therefor and each underwriter, if any, thereof, without charge, a conformed copy of such registration statement and any amendment and supplement thereto and such number of copies of the prospectus included in such registration statement (including each preliminary prospectus, any summary prospectus and any free writing prospectus), and any amendment or supplement thereto, as such Holder, agent, if any, and underwriter, if any, may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holder, sold by such agent or underwritten by such underwriter and to permit such Holder, agent and underwriter to satisfy the prospectus delivery requirements of the Securities Act;

(vi) use its commercially reasonable efforts to (A) register or qualify the Registrable Securities to be included in such registration statement under such other securities laws or blue sky laws of such states of the United States or the District of Columbia as may be reasonably requested by the Holders of a majority of such Registrable Securities participating in such registration, each placement or sales agent, if any, therefor or the managing underwriter, if any, thereof, (B) keep such registrations or qualifications in effect and comply with such laws at all times during the period described in Section 4(a)(ii) above, and (C) take such actions as may be reasonably necessary to enable such Holder, agent, if any, and underwriter, if any, to consummate the disposition in such jurisdictions of such Registrable Securities; provided, however, that in order to fulfill the foregoing obligations under this Section 4(a)(vi), the Company shall not (unless otherwise required to do so in any jurisdiction) be required to (1) qualify generally to do business as a foreign company or a broker-dealer, (2) execute a general consent to service of process or (3) subject itself to taxation;

(vii) furnish, at the request of the Holders of a majority of such Registrable Securities participating in such registration, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders, addressed to the underwriters, if any, and to such Holders and (ii) a letter, dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders, addressed to the underwriters, if any, and, if permitted by applicable accounting standards, to such Holders; and

(viii) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission in connection with any registration hereunder.

(b) The Company may require each Holder of Registrable Securities as to which any registration is being effected to furnish in writing to the Company such information regarding such Holder and such Holder's method of distribution of such Registrable Securities as the Company may from time to time reasonably request or as is required to be included in any registration statement filed pursuant to the terms of this Agreement. Each such Holder agrees to notify the Company as promptly as practicable of any inaccuracy or change in information previously furnished by such Holder to the Company or of the occurrence of any event as a result of which any prospectus relating to such registration contains an untrue statement of a material fact regarding such Holder or the distribution of such Registrable Securities or omits to state any material fact regarding such Holder or the distribution of such Registrable Securities required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made, and promptly to furnish to the Company any additional information required to correct and update any previously furnished information or required so that such prospectus shall not contain, with respect to such Holder or the distribution of such Registrable Securities, an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made.

(c) Each of the Holders shall comply with the provisions of the Securities Act with respect to disposition of the Registrable Securities to be included in any registration statement filed by the Company.

(d) Notwithstanding anything to the contrary, in connection with any offering of securities of the Company (including without limitation any offering contemplated by Article 2 of this Agreement), each Holder agrees that if such shareholder's Registrable Securities are included in the applicable registration, it will consent and agree to comply with any "hold back" restriction relating to shares of Common Stock or any other securities of the Company then owned by such Holder, that may be reasonably requested by the underwriter(s) or placement or other selling agent(s) of such offering, not to exceed one hundred eighty (180) days, provided that the foregoing limitations shall not apply if all other parties for which shares are being registered in connection with such offering, and all executive officers and directors of the Company, are not subject to similar restrictions.

Article 5
INDEMNIFICATION

5.1 The Company will indemnify each Holder, each of its officers, directors, partners and affiliates, such Holder's legal counsel and independent accountants, if any, each person controlling such Holder within the meaning of Section 15 of the Securities Act, each underwriter, if any, and each person who controls any underwriter within the meaning of Section 15 of the Securities Act against all claims, losses, damages, liabilities and expenses (including reasonable attorney fees)(or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement or prospectus, or any amendment or supplement thereto, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of any rule or regulation promulgated under the Securities Act or any state securities laws applicable to the Company and relating to action or inaction by the Company in connection with any such registration, qualification or compliance, and will reimburse each such Holder, each of its officers, directors and partners, such Holder's legal counsel and independent accountants, each such underwriter and each person who controls any such underwriter for any legal and other expenses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such expense, claim, loss, damage, liability or action arises out of or is based on any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by such Holder expressly for use in such registration statement or prospectus, or any amendment or supplement thereto.

5.2 Each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, severally indemnify the Company, each of its directors, officers, partners and affiliates, their respective legal counsel and independent accountants, each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, and each other such Holder, each of its officers, directors, partners, legal counsel and independent accountants, if any, and each person controlling such Holder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages, liabilities and expenses (including reasonable attorney fees) (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement or prospectus, or any amendment or supplement thereto, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company, such Holders, such directors, officers, partners, legal counsel, independent accountants, underwriters and control persons for any legal and other expenses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement or prospectus or amendment or supplement in reliance upon and in conformity with written information furnished to the Company by such Holder regarding such Holder and/or such Holder's method of distribution expressly for use in such registration statement or prospectus, or any amendment or supplement thereto.

5.3 Each party entitled to indemnification under this Article 5 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld, conditioned or delayed). The Indemnified Party may participate in such defense at such party's expense; provided, however, that the Indemnifying Party shall bear the expense of such defense of the Indemnified Party if representation of both parties by the same counsel would be inappropriate due to actual or potential conflicts of interest. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement, unless and only to the extent such failure is materially prejudicial to the ability of the Indemnifying Party to defend the action. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect of such claim or litigation.

5.4 If the indemnification provided for in Section 5.1 or 5.2 is unavailable or insufficient to hold harmless an Indemnified Party, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of the expenses, claims, losses, damages or liabilities (or actions or proceedings in respect thereof) referred to in Section 5.1 or 5.2, in such proportion as is appropriate to reflect the relative fault of the Company on the one hand and the Holders of Registrable Securities on the other hand in connection with statements or omissions which resulted in such expenses, claims, losses, damages or liabilities (or actions or proceedings in respect thereof), as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Holders of Registrable Securities and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 5.4 were to be determined by pro rata allocation (even if all Holders of Registrable Securities were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the first sentence of this Section 5.4. The amount paid by an Indemnified Party as a result of the expenses, claims, losses, damages or liabilities (or actions or proceedings in respect thereof) referred to in the first sentence of this Section 5.4 shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any claim, action or proceeding which is the subject of this Section 5.4. 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. The obligations of Holders of Registrable Securities to contribute pursuant to this Section 5.4 shall be several in proportion to the respective amount of Registrable Securities sold by them pursuant to a registration statement.

Article 6
TRANSFER OF REGISTRATION RIGHTS

The rights to cause the Company to register Registrable Securities under Sections 2.1 and 2.2 of this Agreement, together with all related rights and obligations, may be assigned by a Holder to an Affiliate of such Holder; provided, however, that (A) the right to cause the Company to register Registrable Securities under Section 2.1 may only be held by one person or entity with respect to the Registrable Securities owned by him or it, (B) the transferor shall furnish to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned prior to such transfer and (C) such transferee shall agree in writing to be subject to all applicable restrictions set forth in this Agreement. In each case, such rights may only be transferred together with the underlying Registrable Securities in a transfer permitted by the Securities Act and applicable state securities laws. Subject to the foregoing provision, any such permitted transferee or assignee shall be deemed a Holder hereunder.

Article 7
MISCELLANEOUS

7.1 Governing Law; Forum. The laws of the State of New York shall govern the interpretation, validity and performance of the terms of this Agreement, regardless of the law that might be applied under principles of conflicts of law. Each of the parties to this Agreement consents to submit to the personal jurisdiction of any state or federal court sitting in the State of New York, in any action or proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties to this Agreement agrees not to assert in any action or proceeding arising out of relating to this Agreement that the venue is improper, and waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each of the parties hereto waives any right to request a trial by jury in any litigation with respect to this Agreement and represents that counsel has been consulted specifically as to this waiver.

7.2 Effectiveness; Termination.

(a) This Agreement shall become effective upon the Closing of the transactions under the Asset Purchase Agreement. In no event shall this Agreement be effective, nor shall any rights or obligations hereunder apply, prior to the Closing.

(b) This Agreement and all rights and obligations hereunder (other than Article 5 which shall survive) shall terminate, with respect to each Holder, upon the earlier of (i) two (2) years following the date of issuance of shares of Common Stock to such Holder under the Asset Purchase Agreement, or (ii) at such time as such Holder no longer holds any Registrable Securities.

7.3 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto and shall inure to the benefit of and be binding upon each Holder of any Registrable Securities.

7.4 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof.

7.5 Notices. All notices, requests, consents and other communications hereunder shall be made in writing and shall be deemed given (i) when made if made by hand delivery, (ii) one business day after being deposited with an overnight courier if made by courier guaranteeing overnight delivery, (iii) on the date indicated on the notice of receipt if made by first-class mail, return receipt requested or (iv) on the date of confirmation of receipt of transmission by facsimile, addressed as follows:

(a) if to the Company, at

General Employment Enterprises, Inc.
One Tower Lane, Suite 2200
Oakbrook Terrace, Illinois 60181
Facsimile: (630) 954-0595
Attention: General Counsel

with a copy to:

Olshan Grundman Frome Rosenzweig & Wolosky LLP
Park Avenue Tower
65 East 55th Street
New York, NY 10022
Facsimile: (212) 451-2222
Attention: Robert H. Friedman, Esq.

(b) if to Selling Shareholder, at:

WTS Acquisition Inc.
5025 West Lemon Street
Suite 200
Tampa, Florida 33609
Facsimile: (813) 637-2222
Attention: Thomas Bean

with a copy to:

Judson B. Wagenseller, Esq.
11921 Brinley Avenue, Suite 203
Louisville, Kentucky 40243
Facsimile: (502) 410-6902

7.6 Severability. The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

7.7 Titles and Subtitles. The titles of the articles, sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together constitute one instrument.

7.9 Reporting. Parent will use commercially reasonable efforts to file all reports, schedules, forms, statements and other documents required to be filed by it with the Commission under the reporting requirements of the Exchange Act and otherwise continue to comply with the disclosure requirements of Rule 144(c) for reporting issuers.

7.10 Amendment and Modification. This Agreement may be amended, modified or supplemented in any respect only by written agreement by the Company and Holders representing at least a majority of the Registrable Securities, voting together as a single class; provided, that no such amendment shall unfairly discriminate against a particular Holder relative to the other Holders. Any action taken by the Holders, as provided in this Section 7.10, shall bind all Holders.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures.

GENERAL EMPLOYMENT ENTERPRISES, INC.

By: /s/ Salvatore J. Zizza
Name: Salvatore J. Zizza
Title: Chief Executive Officer

TRIAD PERSONNEL SERVICES, INC.

By: /s/ Salvatore J. Zizza
Name: Salvatore J. Zizza
Title: Chief Executive Officer

ON-SITE SERVICES, INC.

By: /s/ Thomas J. Bean
Name: Thomas J. Bean
Title: President

Exhibit 99.1

General Employment Enterprises Announces Acquisition of Assets of On-Site Services

OAKBROOK TERRACE, Ill., June 2 -- General Employment Enterprises, Inc. (NYSE Amex: JOB) today announced the completion of its acquisition, through a subsidiary, of certain assets of On-Site Services, Inc., a labor and human resource solutions company that provides temporary staffing, human resources, payroll outsourcing, labor and employment consulting and workforce solutions services. Under the terms of the agreement, General Employment will issue shares of its common stock to On-Site with a value equal to $600,000. In addition, there is a potential earn-out for up to an additional $1,020,000 based on the aggregate EBITDA of the business acquired, a portion of which is payable in cash and a portion of which is payable in shares of General Employment's common stock or cash.

Salvatore J. Zizza, General Employment's Chief Executive Officer stated, "We are very excited about this acquisition and believe it is a significant step towards executing our plan to build a national human resource outsourcing company with multiple product lines."

About General Employment

General Employment provides professional staffing services and specializes in information technology, accounting and engineering placements.

Forward-Looking Statements

The statements made in this press release which are not historical facts are forward-looking statements. Such forward-looking statements often contain or are prefaced by words such as "will" and "expect." As a result of a number of factors, General Employment's actual results could differ materially from those set forth in the forward-looking statements. Certain factors that might cause General Employment's actual results to differ materially from those in the forward-looking statements include, without limitation, those factors set forth under the heading "Forward-Looking Statements" in General Employment's annual report on Form 10-K for the fiscal year ended September 30, 2009, and in General Employment's other filings with the Securities and Exchange Commission. General Employment is under no obligation to (and expressly disclaims any such obligation to) and does not intend to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.