

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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SCHEDULE TO/A  
(Amendment No.1)

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TENDER OFFER STATEMENT UNDER SECTION 14(D)(1) or 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934

**GENERAL EMPLOYMENT ENTERPRISES, INC.**

(Name of Subject Company (Issuer))

**PSQ, LLC**

(Names of Filing Persons (Offeror))

COMMON STOCK, NO PAR VALUE  
(Title of Class of Securities)

369730106

(CUSIP Number of Class of Securities)

Stephen Pence  
Managing-Member  
Hurstbourne Place, Suite 1025  
9300 Shelbyville Road  
Louisville, KY 40222  
Tel: (502) 736-6200  
Fax: (502) 736-6205

Copy to:  
Gregory Bartko, Esq.  
Law Office of Gregory Bartko, LLC  
3475 Lenox Road, Suite 400  
Atlanta, Georgia 30326  
Fax: (866) 342-4092

(Name, address and telephone number of person authorized to receive notices  
and communications on behalf of filing persons)

CALCULATION OF FILING FEE

Transaction Valuation(1): \$1,500,000

Amount of Filing Fee(2): \$83.70

- (1) Estimated solely for the purpose of calculating the amount of the filing fee in accordance with the Securities Exchange Act of 1934 based on the product of (i) \$0.60 (i.e., the tender offer price) and (ii) 2,500,000, the maximum number of shares of common stock, no par value, of General Employment Enterprises, Inc. subject to the tender offer.
- (2) The amount of the filing fee calculated in accordance with the Securities Exchange Act of 1934, as amended, equals \$55.80 for each \$1,000,000 of value. The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934 and Fee Rate Advisory #5 for Fiscal Year 2009, issued March 11, 2009.
- Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount previously paid: \$83.70 on the date of initial filing.  
Filing Party: PSQ, LLC  
Form or registration no.: File No. 005-40677  
Date Filed: April 13, 2009

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- Third-party tender offer subject to Rule 14d-1.

- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

**Item 1 – Summary Term Sheet****Offer to Purchase Term Sheet**

Tender offeror	PSQ, LLC, a Kentucky limited liability company
Securities subject to Offer to Purchase	Common Stock, no par value per share
Offer to Purchase Price	\$.60 per share, net to shareholders
Number of Shares Subject to Offer	2,500,000 shares
Aggregate Maximum Offer Amount	\$1,500,000
Duration of the Offer to Purchase	This Offer expires at 12:00AM, New York City time, on Tuesday, June 30, 2009, unless extended.

This Tender Offer Statement (“Schedule TO”) relates to the offer by PSQ, LLC (“PSQ”), a Kentucky limited liability company, to purchase outstanding shares of the common stock of General Employment Enterprises, Inc. (“General Employment”, or the “Company”), an Illinois corporation. PSQ entered into a Securities Purchase and Tender Offer Agreement (“Agreement”) on March 30, 2009 with General Employment. Under the terms of the Agreement, PSQ has agreed to commence a cash tender offer to purchase from General Employment's shareholders up to 2,500,000 issued and outstanding shares of common stock at a purchase price of \$0.60 per share, net to the holder in cash, without interest thereon, for a maximum aggregate amount equal to \$1,500,000, upon the terms and subject to the conditions set forth in the Agreement, incorporated by reference herein, and in the related Letter of Transmittal (“Letter of Transmittal”), copies of which are attached hereto as Exhibits (a)(1)(B) and (a)(1)(C) (which, together with any amendments or supplements from time to time thereto, constitute the “Tender Offer”).

The information in the Agreement, including all schedules and annexes thereto, is hereby expressly incorporated herein by reference in response to all the items of this Schedule TO and is supplemented by the information specifically provided herein.

If more than 2,500,000 shares of common stock are tendered in response to the Offer to Purchase, the number of shares purchased from each tendering shareholder will be reduced proportionately to an amount equal to the product of the number of Shares tendered by each such shareholder and a percentage amount equal to the quotient of 2,500,000 over the number of shares of common stock tendered by all shareholders in response to the Tender Offer. The Tender Offer will remain open until Midnight, New York City Time, on June 30, 2009, subject to extension under certain circumstances as set forth in the Agreement.

**Item 2. Subject Company Information.**

- (a) **Name and Address.** General Employment maintains its principal executive office at One Tower Lane, Suite 2200, Oakbrook Terrace, Illinois 60181. The telephone number at that office is (630) 954-0400.
- (b) **Securities.** The Company had 5,165,265 of shares of Common Stock, no par value, issued and outstanding as of March 31, 2009.
- (c) **Trading and Market Price.** The Common Stock is traded on the NYSE AMEX Stock Exchange and the range of high and low sales prices, based on information provided by published financial sources, for each quarter during the previous two years is as follows:

	High	Low
Q1 – 2009	.48	.35
Q4 – 2008	.42	.39
Q3 – 2008	.41	.40
Q2 – 2008	.85	.85
Q1 – 2008	1.38	1.32
Q4 – 2007	1.66	1.63
Q3 – 2007	1.76	1.76
Q2 – 2007	2.01	1.96

**Item 3. Identify and Background of Filing Person.**

- (a) **Name and Address.** PSQ maintains its principal office address at 9300 Hurstbourne Place, Suite 1025, Louisville, KY 40222 and its telephone number is (502) 736-6200.
- (b) **Business and Background of Tender Offeror.** PSQ, a Kentucky limited liability company, was formed by Stephen Pence as a special purpose vehicle for the purpose of consummating the transactions contemplated by the Agreement with General Employment. Mr. Ronald E. Heineman, of River Falls Financial, Inc., a corporation also formed under the laws of Kentucky, with a principal place of business at Hurstbourne Place, Suite 1205, 6300 Shelbyville Road, Louisville, KY 40222 and telephone number of (502) 736-6200, was instrumental to the negotiations that led to the Tender Offer and will be appointed as Chief Executive Officer and President of General Employment upon closing.
- (c) **Business and Background of Natural Persons.**

Mr. Stephen B. Pence, (56), is the sole member of PSQ and will also be designated as a Director and Chairman of the board of directors of General Employment upon the closing of the Tender Offer. Mr. Pence is currently a retired colonel from the United States Army Reserve, where he served as a federal military judge, and is also of counsel with Martin, Ogburn & Zipperle, in Louisville, Kentucky; assisting clients involved in human resource staffing and workers' compensation insurance. In 2001, Mr. Pence was nominated by President Bush and confirmed by the U.S. Senate to the position of United States Attorney for the Western District of Kentucky. From 2003 to 2007, Mr. Pence served as Lieutenant Governor of

Kentucky, which included roles as the Secretary of the Justice and Public Safety Cabinet and Commissioner of State Police. Mr. Pence received his bachelor's degree in business and his master's of business administration, with a concentration on economics, from Eastern Kentucky University and his juris doctorate degree from the University of Kentucky. Mr. Pence can be reached through PSQ's principal address at 9300 Hurstbourne Place, Suite 1025, Louisville, KY 40222 and telephone number of (502) 736-6200.

Mr. Ronald Heineman (51) was the former President and Chief Executive Officer of Resolve Staffing, Inc., an Ohio based human resources outsourcing services company, that had approximately 74 offices within the United States and combined revenues of \$500,000,000 prior to its sale to a large California based staffing firm. He also acted as the Chief Executive Officer of ELS Inc., Human Resource Solutions, which was a professional employer organization operating in 32 states since 2000. Prior to this, Mr. Heineman was Corporate, Vice President - Human Resources for Frisch's Restaurants, Inc., a large publicly held restaurant chain operating Big Boy, Golden Corral, Roy Rogers Restaurants and several large hotels, where Mr. Heineman was responsible for attaining results in the areas of employment, training, benefits, loss prevention and government compliance. Mr. Heineman was employed with Frisch's for 23 years. He also purchased, in 1989, and operated a Snelling Personnel franchise for several years. Mr. Heineman holds a Bachelor's Degree in Business from Thomas More College and a Master's Degree in Psychology from the Athenaeum of Ohio.

Messrs. Pence and Heineman are both citizens of the United States and have not been convicted in a criminal proceeding during the past five years nor were either a party to any judicial or administrative proceeding during the past five years that resulted in a judgment, decree or final order enjoining from future violations of, or prohibiting activities subject to, federal or state securities laws.

#### **Item 4. Terms of the Transaction**

**(a)(1) Tender Offer.** The Agreement provides for PSQ's purchase of a maximum of 2,500,000 shares of common stock, no par value, of General Employment at a purchase price of \$.60 per share, net to the holder in cash, without interest thereon, for a maximum aggregate amount equal to \$1,500,000, upon the terms and subject to the conditions set forth in the Offer to Purchase.

The Tender Offer will remain open until 12:00 Midnight, New York City Time, on Tuesday, June 30, 2009 unless extended. The Tender Offer may be extended upon certain conditions, which are further specified in the Agreement attached as Exhibit (a)(1)(B).

Withdrawal rights of tendered shares may be exercised throughout the period that the Tender Offer remains open. Notice of withdrawal pursuant will be deemed to be timely upon the receipt by the Depositary of a written notice of withdrawal specifying the name(s) of the tendering stockholder(s), the number or amount of the securities to be withdrawn and the name(s) in which the certificate(s) is (are) registered, if different from that of the tendering security holder(s).

In the event that the number of shares that are validly tendered on or prior to the expiration of the Tender Offer and not timely withdrawn, exceed the maximum of 2,500,000 shares, the number of shares purchased from each stockholder of General Employment will be reduced proportionately to an amount equal to the product of the number of Shares tendered by each such shareholder and a percentage amount equal to the quotient of 2,500,000 over the number of shares of common stock tendered by all shareholders in response to the Tender Offer.

The procedure for the tender of Shares is outlined in detail in the Letter of Transmittal, attached hereto as Exhibit (a)(1)(C), which is incorporated herein by reference. All shareholders should also see the Agreement, attached to this Schedule TO as Exhibit (a)(1)(B), for further details on the material terms of the Tender Offer, including accounting treatment and tax consequences.

(a)(2) **Mergers or Similar Transactions.** Not Applicable.

**Item 5. Past Contacts, Transactions, Negotiations, and Agreements.**

**(a) Transactions, Significant Corporate Events, Negotiations and Background.** PSQ is a newly formed limited liability company formed specifically to acquire shares of General Employment common stock, including 7,700,000 shares of newly issued shares of General Employment common stock ("New Issue Shares"), which will result in PSQ controlling the voting class of outstanding capital stock of General Employment. We are offering to purchase up to, but no more than 2,500,000 shares of the outstanding shares General Employment common stock of at a price of \$.60 per share. As of the date hereof, we do not own any shares of General Employment common stock, but we have entered into a Securities Purchase and Tender Offer Agreement with General Employment dated March 30, 2009 which provides that we will purchase from General Employment 7,700,000 shares of General Employment common stock, representing approximately 58% of the outstanding shares of common stock (if no shares of common stock are tendered in the Tender Offer) and approximately 76% of the outstanding shares of common stock (if the maximum amount of shares of common stock for which the Tender Offer is made ((2,500,000 shares of common stock)) are tendered), for a price of \$.25 per Share, for an aggregate purchase price of \$1,925,000. Based on the review of General Employment's business and market position, we have identified General Employment as a strategic opportunity and a foundation for long-term growth.

The following represent the course of events for PSQ that led towards the Offer:

- The Offer was initiated by Mr. Furnari of MC Capital Funding Group on January 7, 2009. Mr. Furnari facilitated the introduction of Mr. Ronald E. Heineman of River Falls Financial Services, Inc. ("River Falls") and Dennis Baker of General Employment on January 16, 2009, at which time the parties discussed the possibility of a tender offer and direct cash investment into the Company. On January 27, 2009, Mr. Heineman met with Herbert F. Imhoff, Jr., Kent M. Yauch, Sheldon Brottman and Mr. Baker to discuss funding opportunities through River Falls.

- A meeting was then held on February 4, 2009 between representatives of River Falls, including Stephen Pence and Ronald E. Heineman, General Employment, and certain investment / business partners of River Falls, including Oppenheimer, Sands Brothers Asset Management and the Park Avenue Bank.

- On February 5, 2009, PSQ, a special purpose vehicle formed by Stephen Pence, submitted a draft letter of intent to General Employment, outlining a proposed share purchase and tender offer to be undertaken by PSQ.

- On February 11, 2009, PSQ and General Employment executed the non-binding letter of intent outlining certain preliminary terms of the Agreement, including proposed terms of the Offer.

- On February 17, 2009, Mr. Heineman met with Mr. Imhoff, Jr. in General Employment's corporate office. They discussed business operations and Mr. Imhoff, Jr.'s role with the Company if the proposed transactions were to take place.

- A first draft of the Agreement from PSQ was submitted on March 2, 2009.

- Between March 8 and March 12, 2009, PSQ and General Employment, as well as respective legal counsel exchanged comments to drafts of the Agreement and negotiated various terms and conditions of the Agreement and the transactions contemplated thereby.

- On March 12, 2009, Messrs. Imhoff, Jr., Yauch, Baker and Heineman, present in person at General Employment's headquarters, along with the General Employment's legal counsel and PSQ's legal counsel participating via teleconference, continued to negotiate various open issues in the terms of the Agreement.

On March 14, 2009, Mr. Baker discussed certain terms of a proposed Consulting Agreement for Mr. Imhoff, Jr. (“Consulting Agreement”) with Mr. Heineman.

· On March 19, 2009, PSQ’s legal counsel distributed a revised draft of the Agreement to General Employment. In turn, General Employment’s legal counsel delivered a further revised draft of the Agreement to PSQ on March 20, 2009.

· On March 28 and 29, 2009, General Employment and PSQ continued to negotiate the remaining issues in the Agreement and the related ancillary documents that form a part of the Agreement.

· On March 30, 2009, General Employment and PSQ resolved the remaining issues in the various transaction documents and entered into the Agreement. Contemporaneous with approving the Agreement, General Employment and PSQ also entered into an Escrow Agreement with Park Avenue Bank, New York, New York, which has agreed to act as the escrow agent for the transaction, the Consulting Agreement between General Employment, PSQ and Mr. Imhoff, Jr., and a Registration Rights Agreement which provides to PSQ demand registration rights covering the Shares of common stock to be purchased by PSQ under the terms of the Agreement as well as piggyback registration rights for Shares of common stock that will be issued to Mr. Imhoff, Jr. under the terms of his Consulting Agreement. Thereafter, PSQ caused the agreed upon purchase price for the 7,700,000 New Issued Shares, \$1,925,000, to be transferred to Park Avenue Bank as the agreed upon escrow agent and General Employment issued a press release shortly thereafter and filed a Form 8-K Current Report with the Securities and Exchange Commission announcing the execution of the Agreement and other related transaction documents.

#### **Item 6. Purposes of the Transaction and Plans or Proposals.**

(a) **Purposes.** PSQ was formed as a special purpose vehicle to acquire a controlling interest in General Employment and thereafter, through General Employment as its operating subsidiary, to become a recognized leader in the providing of professional staffing and related human resource outsourcing services; with specialization on information technology, engineering, and accounting professionals. Based on the review of General Employment’s business and market position, PSQ has identified General Employment as a strategic opportunity and a foundation for long-term growth.

(c)(1) **Any Extraordinary Transaction, such as a Merger, Reorganization or Liquidation, involving the Subject Company or any of its Subsidiaries.** Not Applicable.

(c)(2) **Any Purchase, Sale or Transfer of a Material Amount of Assets of the Subject Company or any of its Subsidiaries.** Not Applicable.

(c)(3) **Any Material Change in the Present Dividend Rate or Policy, or Indebtedness or Capitalization of the Subject Company.** In conjunction with the Agreement, PSQ will purchase (the “Share Purchase”) 7,700,000 newly issued shares of common stock from the Company for a purchase price of \$1,925,000, or \$.025 per share, in a private placement transaction in reliance upon exemptions from registration pursuant to Section 4(2) under the Securities Act of 1933, as amended, and/or Rule 506 promulgated there under. If consummated, PSQ will own a majority stake in General Employment, consisting of between approximately 58% of the outstanding shares of common stock (if no shares of common stock are tendered in the Tender Offer) and approximately 76% of the outstanding shares of common stock if the maximum amount of shares of common stock for which the Tender Offer is made ((2,500,000 shares of common stock)) are tendered.)

(c)(4) **Any Change in the Present Board or Directors or Management of the Company, Including, but not Limited to, any Plans or Proposals to Change the Number or Term of Directors or to Fill any Existing Vacancies on the Board or to Change any Material Term of the Employment Contract of any Executive Officer.**

Pursuant to the Agreement and as requested by PSQ, upon the occurrence of the closing, Stephen Pence, Charles (Chuck) W.B. Wardell III and Jerry Lancaster (“Replacement Directors”) will be appointed by the

board of directors to fill the vacancies on the board of directors that will result from the resignations of the resigning directors. After their appointments are effected, the size of the board of directors will be reduced to five members, and will consist of two current members of the board of directors of the Company and the three directors appointed at the request of PSQ.

The board of directors will determine which committees Messrs. Pence, Wardell and Lancaster will serve on at their first scheduled meeting after the closing occurs. If the closing occurs and Messrs. Pence, Wardell and Lancaster become members of the board of directors of the Company, they will receive compensation as directors in line with the Company's current non-employee director compensation arrangement, which will entitle each of them to a monthly retainer fee of \$2,000. Directors do not receive any additional compensation for attendance at meetings of the board of directors or its committees, except that the Chairman of the Audit Committee receives an additional monthly fee of \$500.

The following biographical information sets forth, with respect to each individual proposed director that has agreed to serve in such capacity upon the closing of the transactions described in the Agreement, their full name, the age of the individual as of April 15, 2009, their current principal occupation and employment history during the past five years. Each designee described below has agreed to serve if appointed to fill the vacancies created by the resignation of certain existing directors of the Company as described in the Agreement.

**STEPHEN B. PENCE**, 55, is currently a retired colonel from the United States Army Reserve, where he served as a federal military judge, and is also of counsel with Martin, Ogburn & Zipperle, in Louisville, Kentucky, assisting clients involved in human resource staffing and workers' compensation insurance. In 2001, Mr. Pence was nominated by President Bush and confirmed by the U.S. Senate to the position of United States Attorney for the Western District of Kentucky. From 2003 to 2007, Mr. Pence served as Lieutenant Governor of Kentucky, which included roles as the Secretary of the Justice and Public Safety Cabinet and Commissioner of State Police. Mr. Pence received his bachelor's degree in business and his masters of business administration, with a concentration on economics, from Eastern Kentucky University, and his juris doctorate degree from the University of Kentucky.

**CHARLES W.B. WARDELL III**, 56, served as Senior Advisor to the Chief Executive Officer of Korn/Ferry International, a multi-national executive recruitment service with currently more than 90 offices in 40 countries, from 1992 through 2007. Between 1990 and 1992, Mr. Wardell operated as President of Nordeman Grimm, a New York based boutique executive placement firm with specialization on placement with marketing and financial services companies. In 1978, he joined American Express as Special Assistant to the Chief Executive Officer, although he also held roles, between 1978 and 1990, of Regional Vice President and General Manager of American Express Company Middle East and Senior Vice President and Chief Operating Officer of Global Private Banking at American Express International Banking Corporation. His experience also encompasses Senior Vice President, both at Travelers and Mastercard International, as well as Executive Vice President of Diners Club at Citicorp. Mr. Wardell graduated cum laude from Harvard College with an A.B. degree.

**JERRY LANCASTER**, 74, has been employed with Imperial Casualty and Indemnity Company since 1997, where he is currently the Chairman and the Director of Marketing. He has worked in a variety of capacities involving workers' compensation programs and holds General Lines Agent and Managing General Agent licenses from the State of Texas. Mr. Lancaster graduated from Southern Methodist University with a degree in mathematics.

In addition, Herbert F. Imhoff, Jr., who currently serves as the Chairman of the board of directors and Chief Executive Officer and President of the Company, has agreed to resign from those positions with the Company if the Agreement is consummated, although he will remain as a member of the board of directors. Subject to the Agreement being consummated, after the closing, Mr. Imhoff, Jr. will become a consultant to the board of directors under the provisions of a Consulting Agreement approved by the Company, PSQ and Mr. Imhoff, Jr. on March 30, 2009. In connection with Mr. Imhoff, Jr.'s agreement to resign as Chief Executive Officer and President of the Company if the closing occurs, PSQ has requested, and the board of



directors of the Company has approved, the appointment of Ronald E. Heineman to serve as Chief Executive Officer and President of the Company effective upon Mr. Imhoff, Jr.'s resignation.

Mr. Heineman has agreed to an initial annual salary of \$1 and a grant of 150,000 stock options on the date of the closing pursuant to and in accordance with the Company's Amended and Restated 1997 Stock Option Plan, with such options to be fully vested on the date of issuance. The grant of such options was made subject to the approval of the Company's shareholders of an increase in the number of authorized shares of common stock available for issuance under the plan to accommodate such stock option issuance, which shareholder approval will be sought at the Company's 2010 Annual Meeting of Shareholders or at such earlier special meeting of shareholders as may be called in accordance with the Company's By-laws, provided that such meeting will not be called for prior to the date of the closing of this Tender Offer.

There are no family relationships among Mr. Heineman and any directors or other executive officers of the Company, including the persons that would become directors of the Company if the closing occurs. Other than the transactions described in this Schedule TO/A and referenced exhibits, including the provisions of the Agreement providing for Mr. Heineman to be appointed as Chief Executive Officer and President of the Company upon the occurrence of the closing, PSQ is not aware of any transaction in which Mr. Heineman has an interest requiring disclosure under Item 404(a) of Regulation S-K.

**(c)(5) Any Other Material Change in the Subject Company's Corporate Structure or Business, Including, if the Subject Company is a Registered Closed-End Investment Company, any Plans or Proposals to make any Changes in its Investment Policy for Which a Vote Would be Required by Section 13 of the Investment Company Act of 1940 (15 U.S.C. 80a-13).** Not Applicable.

**(c)(6) Any Class of Securities of the Subject Company to be Delisted from a National Securities Exchange or Cease to be Authorized to be Quoted in an Automated Quotations System Operated by a National Securities Association.** Not Applicable.

**(c)(7) Any Class of Equity Securities of the Subject Company Becoming Eligible for Termination of Registration Under Section 12(g)(4) of the Act (15 U.S.C. 78 l).** Not Applicable.

#### **Item 7. Source and Amount of Funds or Other Consideration.**

- (a) Source of Funds.** PSQ will need approximately \$1,750,000 to purchase the maximum number of shares pursuant to the Tender Offer and to pay related fees and expenses and an additional \$1,925,000 to purchase the 7,700,000 of the newly issued shares to be acquired by PSQ pursuant to the Agreement. Under the terms of the Agreement, on March 30, 2009, PSQ deposited into escrow the sum of \$1,925,000 to be held by the escrow agent under the terms of an Escrow Agreement pending the closing. PSQ intends to deploy its own proprietary cash under management for funding the purchase of shares in the Tender Offer and for the purchase of the newly issued shares, without the use of third party funding. PSQ is also required in the Agreement to establish, to General Employment's satisfaction, that it has available the maximum aggregate Tender Offer purchase amount of \$1,500,000, no later than three business days prior to the closing of the Tender Offer. PSQ has sufficient cash resources to pay related fees and expenses of the Tender Offer.
- (b) Conditions.** The Tender Offer has been approved by the member-manager of PSQ, and is not contingent on receipt of financing by PSQ nor upon any condition regarding any minimum number of shares being validly tendered in the Tender Offer. The Tender Offer however is subject to certain closing conditions, as set forth in the attached Offer to Purchase as Exhibit (a)(1)(A), including receipt of approval from General Employment's shareholders for the sale to PSQ of the New Issue Shares.
- (d) Borrowed Funds.** Not applicable.

#### **Item 8. Interest in Securities of the Subject Company.**

- (a) Securities Ownership.** Not Applicable.

**Securities Transactions.** Not Applicable.

**Item 9. Persons / Assets, Retained, Employed, Compensated or Used.**

**(a) Solicitations or Recommendations.**

Morrow and Co., LLC, 470 West Avenue, Stamford, CT 06902, as the Information Agent on behalf of PSQ. Under the terms of the agreement entered into between PSQ and the Information Agent, reasonable and customary compensation is to be paid to the Information Agent for their services during the course of the Tender Offer and until consummation thereof.

**Item 10. Financial Statements.**

Financial statements will not be provided as PSQ's financial condition is not material to a security holder's decision whether to sell, tender or hold the Common Stock, which is the subject of the Offer to Purchase, as the consideration offered consists solely of cash.

**Item 11. Additional Information.**

**(a) Agreements.** Not Applicable.

**(b) Other Material Information.** Not Applicable.

**Item 12. Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
(a)(1)(A)	Offer to Purchase, dated April 15, 2009, as amended.
(a)(1)(B)	Securities Purchase and Tender Offer Agreement dated March 30, 2009.
(a)(1)(C)	Letter of Transmittal.
(a)(1)(D)	Notice of Guaranteed Delivery.
(a)(1)(E)	Letter to clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(G)	Press Release, dated March 30, 2009, issued by General Employment (incorporated herein by reference to Exhibit 99.1 of Form 8-K, filed by General Employment on March 31, 2009).
(a)(5)(A)	Amendment to the By-Laws of General Employment, incorporated herein by reference to Exhibit 3.1 of Form 8-K, filed by General Employment on March 31, 2009.
(a)(5)(B)	Consulting Agreement, dated March 30, 2009, by and among Herbert F. Imhoff, Jr., General Employment Enterprises, Inc., PSQ, LLC and Herbert F. Imhoff, Jr., incorporated herein by reference to Exhibit 10.2 of Form 8-K, filed by General Employment on March 31, 2009.
(a)(5)(C)	Registration Rights Agreement, dated as of March 30, 2009, by and among General Employment Enterprises, Inc., PSQ, LLC and Herbert F. Imhoff, Jr., incorporated herein by reference to Exhibit 10.3 of Form 8-K, filed by General Employment on March 31, 2009.
(a)(5)(D)	Employment Agreement between General Employment Enterprises, Inc. and Herbert F. Imhoff, Jr., as amended, incorporated herein by reference to Exhibit 10.4 of Form 8-K, filed by General Employment on March 31, 2009, Exhibit 10.10 to the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2001, Exhibit 10.18 to the Company's Annual Report on Form 10-KSB for the fiscal year ended September 30, 2007, and Exhibit 10.01 to the Company's Current Report on Form 8-K dated March 25, 2009.)
(a)(5)(F)	Escrow Agreement, dated March 30, 2009, by and among General Employment and PSQ, LLC and Park Avenue Bank, as escrow agent, incorporated herein by reference to Exhibit 10.1 of Form 8-K, file on March 31, 2009.

**Item 13. Information Required by Schedule 13E-3.** Not applicable.

**SIGNATURES**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule TO/A Amendment No. 1 is true, complete and correct.

PSQ, LLC

Dated this 15<sup>th</sup> day of April, 2009.

By: /s/ Stephen Pence

\_\_\_\_\_  
Stephen Pence  
Managing Member



**Offer to Purchase for Cash  
(Amendment No. 1)**

**2,500,000 Outstanding Shares of Common Stock  
of**

**GENERAL EMPLOYMENT ENTERPRISES, INC.  
at**

**\$.60 Net Per Share**

**by**

**PSQ, LLC  
(A Kentucky Limited Liability Company)**

**The Offer and Withdrawal Rights Will Expire at 12:00 Midnight, New York  
City Time, on Tuesday, June 30, 2009, Unless the Offer Is Extended.**

**PSQ, LLC**, a Kentucky limited liability company (“PSQ”), is offering to purchase, at a price of \$.60 net per share in cash without interest, 2,500,000 outstanding shares of common stock, no par value per share (“Shares”), of **General Employment Enterprises, Inc.**, an Illinois corporation (“GEE” or the “Company”), on the terms and subject to the conditions specified in this Offer to Purchase (“Offer”) and the related Letter of Transmittal.

There is no financing condition to this tender offer. This tender offer is not subject to the tender of any minimum number of Shares, but is subject to the condition that no more than 2,500,000 Shares may be purchased by PSQ under the tender offer. In the event that more than 2,500,000 Shares of GEE common stock are tendered in response to this Offer, each tendering shareholder shall be subject to a proportional reduction of the number of Shares tendered that will be purchased in this Offer.

Prior to the announcement and filing of this Offer, PSQ entered into a Securities Purchase and Tender Offer Agreement (the “Agreement”) dated as of March 30, 2009 which provides that PSQ will purchase 7,700,000 newly issued shares of GEE common stock (“New Issue Shares”) at a price of \$.25 per share, representing an aggregate purchase price of \$1,925,000. As of the date of this tender offer, PSQ owns no shares of GEE common stock.

**A summary of the principal terms of the tender offer appears on page 5 of this Offer to Purchase.**

**This transaction has not been approved or disapproved by the United States Securities and Exchange Commission or any state securities commission nor has the Securities and Exchange Commission or any state securities commission passed upon the fairness or merits of this transaction or upon the accuracy or adequacy of the information contained in this document. Any representation to the contrary is unlawful.**

This Offer and the related Letter of Transmittal contain important information, and you should carefully read both in their entirety before making a decision with respect to the tender offer.

April 15, 2009

## IMPORTANT

If you desire to tender all or any portion of your Shares, you should either (i) complete and sign the related Letter of Transmittal (or a facsimile thereof) in accordance with the instructions in the Letter of Transmittal, have your signature thereon guaranteed, mail or deliver the Letter of Transmittal (or a facsimile thereof) and any other required documents to Continental Stock Transfer & Trust Company, the depositary (“Depositary”) for the tender offer, and either deliver the certificates for such Shares along with the Letter of Transmittal to the Depositary or tender such Shares pursuant to the procedures for book-entry transfer set forth in “The Tender Offer — Section 3 — Procedures for Tendering Shares” or (ii) request your broker, dealer, commercial bank, trust company or other nominee to effect the transaction for you. If your Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered. Any questions regarding this procedure should be directed to the information agent, Morrow & Co., LLC (“Information Agent”), at 470 West Avenue, Stamford, CT 08902, or by telephone at (203) 658-9400.

**If you desire to tender Shares and the certificates evidencing your Shares are not immediately available, or you cannot comply with the procedures for book-entry transfer described in this Offer to Purchase on a timely basis, or you cannot deliver all required documents to the Depositary prior to the expiration of the tender offer, you may tender such Shares by following the procedures for guaranteed delivery set forth in “The Tender Offer — Section 3 — Procedures for Tendering Shares.”**

Questions and requests for assistance or for additional copies of this Offer to Purchase, the Letter of Transmittal or other tender offer materials may be directed to the Information Agent at its address and telephone number set forth on the back cover of this Offer to Purchase. Stockholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the tender offer.

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## SUMMARY TERM SHEET

We are offering to purchase a maximum of 2,500,000 shares of GEE common stock, no par value, for \$.60 net per share of common stock, no par value per share (“Share(s)”), in cash without interest. The following are some of the questions that you, as a shareholder of GEE, may have and our answers to those questions. We urge you to carefully read the remainder of this Offer and the related Letter of Transmittal because the information in this summary is not complete and additional important information is contained in the remainder of this Offer and the related Letter of Transmittal. When used in this Offer, the terms “we,” “our,” and “us” refer to PSQ, unless the context requires otherwise.

### **Who is offering to buy my Shares?**

Our name is PSQ, LLC. We are a Kentucky limited liability company formed specifically to acquire shares of GEE common stock, including 7,700,000 shares of newly issued shares of GEE common stock (“New Issue Shares”), which will result in PSQ controlling the voting class of outstanding capital stock of GEE. We are offering to purchase up to, but no more than, 2,500,000 shares of the outstanding shares of GEE common stock at a price of \$.60 per share. As of the date hereof, we do not own any shares of GEE common stock, but we have entered into a Securities Purchase and Tender Offer Agreement (“Agreement”) with GEE which provides that we will purchase from GEE 7,700,000 shares of GEE common stock representing approximately 58% of the post-issuance number of outstanding shares of common stock of GEE, including certain shares that are to be issued in connection with the Consulting Agreement entered into among PSQ, GEE and GEE’s current Chairman, Chief Executive Officer, and President, Mr. Imhoff, Jr. (“Mr. Imhoff, Jr.”) on March 30, 2009, for a price of \$.25 per Share, for an aggregate purchase price of \$1,925,000. Our purchase of the New Issue Shares is conditional upon the receipt of GEE’s shareholder approval and all other conditions of the Offer being satisfied or waived.

General Employment Enterprises, Inc. was incorporated in the State of Illinois in 1962 and is the successor to employment offices doing business since 1893. In 1987, GEE established Triad Personnel Services, Inc., a wholly-owned subsidiary, incorporated in the State of Illinois. The principal executive office of GEE is located at One Tower Lane, Suite 2200, Oakbrook Terrace, Illinois. GEE operates in one industry segment, providing professional staffing services. The Company offers its customers both placement and contract staffing services, specializing in the placement of information technology, engineering and accounting professionals.

The Company’s placement services include placing candidates into regular, full-time jobs with client-employers. The Company’s contract services include placing its professional employees on temporary assignments, under contracts with client companies. Contract workers are employees of the Company, typically working at the client location and at the direction of client personnel for periods of three months to one year. The combination of these two services provides a strong marketing opportunity, because it offers customers a variety of staffing alternatives that includes direct hire, temporary staffing and a contract-to-hire approach to hiring.

### **What are the classes and amounts of securities sought in the tender offer?**

We are seeking to purchase a maximum of 2,500,000 shares of GEE’s outstanding common stock.

### **How much are you offering to pay? What is the form of payment? Will I have to pay any fees or commissions?**

We are offering to pay \$.60 per Share, net to you in cash without interest. This price represents premiums of approximately 55.5% over the 10-day volume-weighted average closing price of GEE’s common stock over the 10 trading days prior to the date of the Agreement, which common stock is listed on the NYSE AMEX Stock Exchange under the symbol “JOB.” If you are the record owner of your Shares and you tender your Shares to us in the tender offer, you will not have to pay brokerage fees or similar expenses. If you own your Shares through a broker or other nominee and your broker tenders your Shares on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply. See “The Tender Offer — Section 3 — Procedures for Tendering Shares.”

### **What are the most important conditions to the tender offer?**

Our obligation to purchase Shares at the expiration of the tender offer is subject to satisfaction of, or if permitted, waiver of, several conditions, including the condition that PSQ consummates the purchase of the New Issue Shares from GEE as contemplated in the Agreement, approval of the purchase of the New Issue Shares by GEE shareholders and satisfaction of all other conditions of the Offer. We calculate that, based on the number of outstanding Shares of common stock as of March 31, 2009, there were approximately 5,165,265 outstanding Shares of common stock at that date and our purchase of the 7,700,000 of New Issue Shares will result in our beneficial ownership of approximately 58% to 76%, depending on the number of Shares tendered in response to our Offer. These percentages are based upon the post-issuance number of Shares of GEE common stock to be outstanding after the issuance of the New Issue Shares and the completion of the tender offer. There is no minimum number of outstanding Shares that must be tendered in the tender offer as a condition to the Offer.

The Offer is not conditioned upon any antitrust or other governmental approvals, consents or clearances. The tender offer is subject to several other conditions. See “Section 12 – Conditions to the Offer.”

The Offer is scheduled to expire at 12:00 midnight on June 30, 2009; however, unless the Agreement is terminated pursuant to Section 6.1 thereof, PSQ is required to extend the Offer from time-to-time until the closing date (“Closing”) in the event that, at a then-scheduled expiration date, the conditions to Closing the Offer have not been satisfied; provided further that, under no circumstances shall any such extension be less than the minimum number of days required by the Securities Exchange Act of 1934 or the rules and regulations promulgated thereunder or by other applicable law. Under the terms of the Agreement, “Closing” means the simultaneous consummation of the purchase and sale of the 7,700,000 New Issue Shares by GEE to PSQ and the consummation of the Offer as described herein.

**Do you have the financial resources to make payment?**

Yes. We have already deposited into escrow pursuant to the Agreement the total aggregate purchase price of \$1,925,000 for the New Issue Shares and we have available, and are required to establish to GEE, no later than three business days prior to the closing of the Offer, that we have available the maximum aggregate tender offer purchase amount of \$1,500,000. PSQ also has sufficient cash resources to pay related fees and expenses of the Offer. PSQ has the cash on hand to fund the Offer.

**Is your financial condition relevant to my decision to tender my Shares in the Offer?**

We do not think that PSQ’s financial condition is relevant to your decision whether to tender your Shares in the Offer because (i) PSQ’s obligations in the tender offer are not subject to any condition relating to financing or the disbursement of financing and (ii) PSQ’s cash and cash equivalents together provide adequate financial resources to enable PSQ to make all payments promptly under the tender offer.

**How long do I have to decide whether to tender in the tender offer?**

You will have until 12:00 midnight, New York City time, on Tuesday, June 30, 2009, or such later date to which we may extend the expiration date, to decide whether to tender your Shares in the tender offer. Further, if you cannot deliver everything that is required in order to make a valid tender by that time, you may be able to use a guaranteed delivery procedure, which is described later in this Offer. See “The Tender Offer — Section 3 — Procedures for Tendering Shares.”

**Can the Offer be extended and how will I be notified if the Offer is extended?**

Yes, the Offer may be extended. Unless the Agreement is terminated pursuant to Section 6.1 thereof, PSQ is required to extend the Offer from time-to-time until the Closing in the event that, at a then-scheduled expiration date, the conditions to Closing the Offer have not been satisfied; provided further that, under no circumstances shall any such extension be less than the minimum number of days required by the Securities Exchange Act of 1934 or the rules and regulations promulgated thereunder or by other applicable law.

If the Offer is extended, we will inform Continental Stock Transfer & Trust, the Depository for the tender offer, of that fact and will make a public announcement of the extension, no later than 9:00 a.m., New York City time, on the next business day after the earlier of the day the Offer is to be extended or the date the tender offer was scheduled to expire.

### **How do I tender my Shares?**

To tender your Shares, you must deliver the certificates evidencing your Shares, together with a completed Letter of Transmittal and any required signature guarantees, to Continental Stock Transfer & Trust Co., the Depository for the tender offer, not later than the time the tender offer expires. If your Shares are held in street name (that is, through a broker, dealer or other nominee), the Shares can be tendered by your nominee through The Depository Trust Company (“DTC”). If you are not able to deliver any required items to the Depository by the expiration of the tender offer, you may be able to have a broker, bank or other fiduciary who is a member of the Securities Transfer Agent Medallion Program or other eligible institution guarantee that the missing items will be received by the Depository within three trading days. However, the Depository must receive the missing items within that three-trading-day period after the expiration of the tender offer or you will not be able to tender your Shares in the tender offer. See “The Tender Offer — Section 3 — Procedures For Tendering Shares.”

### **Until what time can I withdraw previously tendered Shares?**

You can withdraw previously tendered Shares at any time until the tender offer has expired.

### **How do I withdraw tendered Shares?**

To withdraw tendered Shares, you must deliver a written notice of withdrawal, which includes all required information, to Continental Stock Transfer & Trust Co., the Depository for the tender offer, while you have the right to withdraw the Shares. If you tendered your Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares. See “The Tender Offer — Section 4 — Withdrawal Rights.”

### **Have you held discussions with GEE in the last two years regarding any transaction?**

Shortly after we initiated discussions with GEE’s Board of Directors in January 2009, we continued those discussions; exchanges of information; conducted due diligence; negotiated on terms and conditions with the GEE Board of Directors and then, on March 30, 2009, we signed the Agreement relating to the tender offer that is the subject of this Offer. Prior to our initial discussions with the chief executive officer of GEE in January 2009, PSQ had no contact or discussions or communications regarding this tender offer or any other similar corporate transaction with GEE. See “Special Factors — Background of this Offer.”

### **What does GEE’s Board of Directors think of the Offer?**

We obtained the prior approval and recommendation of GEE’s Board of Directors before the public announcement of this Offer. We anticipate that GEE will be filing a Schedule 14D-9 with the Securities and Exchange Commission within a reasonable time to disclose that the GEE Board of Directors recommends that shareholders tender their Shares in the Offer.

### **What are the U.S. federal income tax consequences of participating in the Offer?**

In general, your sale of Shares pursuant to the tender offer will be a taxable transaction for U.S. federal income tax purposes and may also be a taxable transaction under applicable state, local or foreign income or other tax laws. You should consult your tax advisor about the tax consequences to you of participating in the tender offer in light of your particular circumstances. See “The Tender Offer — Section 5 — Certain U.S. Federal Income Tax Considerations.”

**Following the tender offer, will GEE continue as a publicly reporting company?**

Yes, we currently expect that GEE will continue as a publicly reporting company as we review our options, except in the event the Shares no longer meet the standards for continued listing on the current NYSE AMEX Stock Exchange. In the event that GEE common stock no longer meets the listing standards, we anticipate at this point to maintain GEE as a fully-reporting company quoting its common stock on the Over-the-Counter Electronic Bulletin Board interdealer quotation market.

**Will I have the right to have my Shares appraised?**

If you tender your Shares in the tender offer, you will not be entitled to exercise any appraisal rights.

**If I decide not to tender, how will the Offer affect my Shares?**

The purchase of Shares pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and may reduce the number of holders of Shares, which could affect the liquidity and market value of the remaining Shares held by the public. We cannot predict whether this would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether it would cause future market prices to be greater or less than the price paid in the tender offer. Depending upon the number of Shares purchased pursuant to the tender offer, GEE's common stock may no longer meet the standards for continued listing on the NYSE AMEX Stock Exchange. Depending on similar factors, GEE may cease being required to comply with the public reporting requirements under the Exchange Act and may terminate the same in that event.

**When and how will I be paid for my tendered Shares?**

Subject to the terms and conditions of the tender offer, we will pay for all Shares validly tendered and not withdrawn promptly after the expiration of the tender offer. See "The Tender Offer — Section 2 — Acceptance for Payment and Payment for Shares."

We will pay for your Shares by depositing the purchase price with Continental Stock Transfer & Trust Co., the Depository for the tender offer, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for tendered Shares will be made only after timely receipt by the Depository of such Shares, a properly completed and duly executed Letter of Transmittal and any other required documents. See "The Tender Offer — Section 2 — Acceptance for Payment and Payment for Shares."

**How will my employee stock options be treated in the Offer?**

You are free to exercise any vested stock options you hold in accordance with their terms and then tender the Shares you acquired through the option exercise under this Offer. You should consider whether the exercise price of your outstanding options is greater than the Offer price or less than the Offer price. If we consummate the Offer, all unvested employee stock options outstanding at that time will automatically become vested options as a result of the consummation of the Offer and our purchase of the New Issue Shares from GEE, and as to those automatically vested options, you will be free to exercise those in like manner as your currently vested options.

**Can restricted stock of GEE be tendered in the Offer?**

If you previously received from GEE any restricted stock that now qualifies for resale in accordance with Rule 144 promulgated under the Securities Act of 1933, you may tender those Shares in the Offer so long as you satisfy all of the resale conditions of Rule 144 and deliver to the Depository all certificates and related resale documents necessary to process the transfer and sale of your restricted shares.

**What is the market value of my Shares as of a recent date?**

On March 27, 2009, the last trading day before we signed the Agreement, the last sale price of the Shares reported on the NYSE AMEX Stock Exchange was \$.33 per Share. As of that date, our Offer price represented a premium of approximately 81.8% and 55.5% over the closing price and over the 10-day volume-weighted average trading price for the 10 trading days prior to the last trading day before the announcement of the Offer, respectively, of GEE's common stock on the NYSE AMEX Stock Exchange. As of April 15, 2009, the closing sale price of GEE's common stock was \$.48 per Share. We advise you to obtain a recent price quotation for the Shares in deciding whether to tender your Shares. See "The Tender Offer — Section 6 — Price Range of Shares; Dividends."

**Who can I call if I have questions about the Offer?**

You can contact the Information Agent, Morrow & Co., LLC by telephone at (203) 658-9400 or by mail to 470 West Avenue, Stamford, CT 06902.

## INTRODUCTION

PSQ, LLC, a Kentucky limited liability company (“PSQ”), is offering to purchase 2,500,000 of the outstanding shares of common stock, no par value (the “Shares”), of General Employment Enterprises, Inc. (“GEE” or the “Company”) for \$0.60 per share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Securities Purchase and Tender Offer Agreement (the “Agreement”) and in the related Letter of Transmittal (which together, as they may be amended from time to time, constitute the “Offer”). The purpose of the Offer is to acquire up to a maximum of 2,500,000 of the issued and outstanding Shares. GEE has one class of common stock and no other outstanding voting securities and, as of March 31, 2009, there was 5,165,265 Shares outstanding.

Stockholders who will be accepting the Offer should contact and submit their request(s) to Continental Stock Transfer & Trust, the “Depository”, and follow the instructions included in Section 3 of this Offer on or before expiration, which is Tuesday, June 30, 2009. Shareholders who have Shares registered in their own names and tender directly to the Depository will not have to pay brokerage fees or commissions. On the other hand, stockholders with Shares held in street name by a broker, dealer, commercial bank, trust company or other nominee should consult with their nominee to determine if there are any applicable charges or transaction fees.

Pursuant to, and subject to the terms of, the Agreement, GEE’s Board of Directors agreed to recommend that GEE’s shareholders tender their Shares in the Offer. We anticipate that GEE will be filing a Schedule 14D-9 with the Securities and Exchange Commission within a reasonable time to disclose that the GEE Board of Directors recommend that GEE shareholders tender their Shares in the Offer.

**This Offer is subject to the conditions described in “The Tender Offer — Section 12 — Conditions to the Offer.” Each of the conditions to the Offer may, to the extent permitted by the Agreement, or by applicable law, be amended or waived by us in our sole discretion. There is no financing condition to this Offer.**

This Offer includes forward-looking statements. These forward-looking statements include, among others, statements concerning our plans with respect to the acquisition of the Shares and GEE, our outlook for the future and information about our strategic plans and objectives for GEE, other statements of expectations, beliefs, future plans and strategies, anticipated events or trends and similar projections, as well as any facts or assumptions underlying these statements or projections. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. Except as required by applicable law, we undertake no obligation to update any forward-looking statements or to release publicly the results of any revisions to forward-looking statements to reflect events or circumstances after the date of this Offer or to reflect the occurrence of unanticipated events.

Except as otherwise set forth herein, the information concerning GEE contained in this Offer has been obtained from GEE or has been taken from or based upon publicly available documents and records on file with the Securities and Exchange Commission and other public sources. PSQ assumes no responsibility for the accuracy or completeness of the information contained in such GEE documents and records or for any failure by GEE to disclose events which may have occurred or may affect the significance or accuracy of any such information but which is unknown to us.

This Offer does not constitute a solicitation of a proxy, consent or authorization for or with respect to any meeting of, or action by written consent by GEE’s stockholders.

**Stockholders are urged to read this Offer and the related Letter of Transmittal carefully before deciding whether to tender their Shares.**

## SPECIAL FACTORS

### Background of This Offer

Our name is PSQ, LLC. We are a Kentucky limited liability company formed specifically to acquire shares of GEE common stock, including 7,700,000 shares of New Issue Shares of GEE common stock ("New Issue Shares"), which will result in PSQ controlling the voting class of outstanding capital stock of GEE. We are offering to purchase up to, but no more than, 2,500,000 shares of the outstanding shares GEE common stock at a price of \$.60 per share. As of the date hereof, we do not own any shares of GEE common stock, but we have entered into a Securities Purchase and Tender Offer Agreement (the "Agreement") with GEE dated March 30, 2009 which provides that we will purchase from GEE 7,700,000 shares of GEE common stock representing approximately 58% of the post-issuance number of outstanding shares of common stock of GEE, for a price of \$.25 per Share, for an aggregate purchase price of \$1,925,000. Based on the review of GEE's business and market position, we have identified GEE as a strategic opportunity and a foundation for long-term growth in the providing of professional staffing and related human resource outsourcing services.

The following represent the course of events for PSQ that led towards the Offer:

- The Offer was initiated by Mr. Furnari of MC Capital Funding Group on January 7, 2009. Mr. Furnari facilitated the introduction of Mr. Ronald E. Heineman of River Falls Financial Services, Inc. ("River Falls") and Dennis Baker of GEE on January 16, 2009, at which time the parties discussed the possibility of a tender offer and direct cash investment into the Company. On January 27, 2009, Mr. Heineman met with Herbert F. Imhoff, Jr., Kent M. Yauch, Sheldon Brottman and Mr. Baker to discuss funding opportunities through River Falls.

- A meeting was then held on February 4, 2009 between representatives of River Falls, including Stephen Pence and Ronald E. Heineman, GEE, and certain investment / business partners of River Falls, including Oppenheimer, Sands Brothers Asset Management and the Park Avenue Bank.

- On February 5, 2009, PSQ, a special purpose vehicle formed by Stephen Pence, submitted a draft letter of intent to GEE, outlining a proposed share purchase and tender offer to be undertaken by PSQ.

- On February 11, 2009, PSQ and GEE executed the non-binding letter of intent outlining certain preliminary terms of the Agreement, including proposed terms of the Offer.

- On February 17, 2009, Mr. Heineman met with Mr. Imhoff, Jr. in GEE's corporate office. They discussed business operations and Mr. Imhoff, Jr.'s role with the Company if the proposed transactions were to take place.

- A first draft of the Agreement from PSQ was submitted on March 2, 2009.

- Between March 8 and March 12, 2009, PSQ and GEE, as well as respective legal counsel exchanged comments to drafts of the Agreement and negotiated various terms and conditions of the Agreement and the transactions contemplated thereby.

- On March 12, 2009, Messrs. Imhoff, Jr., Yauch, Baker and Heineman, present in person at GEE's headquarters, along with the GEE's legal counsel and PSQ's legal counsel participating via teleconference, continued to negotiate various open issues in the terms of the Agreement.

- On March 14, 2009, Mr. Baker discussed certain terms of a proposed Consulting Agreement for Mr. Imhoff, Jr. ("Consulting Agreement") with Mr. Heineman.

- On March 19, 2009, PSQ's legal counsel distributed a revised draft of the Agreement to GEE. In turn, GEE's legal counsel delivered a further revised draft of the Agreement to PSQ on March 20, 2009.

· On March 28 and 29, 2009, GEE and PSQ continued to negotiate the remaining issues in the Agreement and the related ancillary documents that form a part of the Agreement.

· On March 30, 2009, GEE and PSQ resolved the remaining issues in the various transaction documents and entered into the Agreement. Contemporaneous with approving the Agreement, GEE and PSQ also entered into an Escrow Agreement with Park Avenue Bank, New York, New York, which has agreed to act as the escrow agent for the transaction, the Consulting Agreement between GEE, PSQ and Mr. Imhoff, Jr., and a Registration Rights Agreement which provides to PSQ demand registration rights covering the Shares of common stock to be purchased by PSQ under the terms of the Agreement as well as piggyback registration rights for Shares of common stock that will be issued to Mr. Imhoff, Jr. under the terms of his Consulting Agreement. Thereafter, PSQ caused the agreed upon purchase price for the 7,700,000 New Issue Shares, \$1,925,000, to be transferred to Park Avenue Bank as the agreed upon escrow agent and GEE issued a press release shortly thereafter and filed a Form 8-K Current Report with the Securities and Exchange Commission announcing the execution of the Agreement and other related transaction documents.

### **Purpose and Structure of the Offer; Our Reasons for the Offer; and Plans for GEE After the Offer**

PSQ was formed as a special purpose vehicle to acquire a controlling interest in GEE and thereafter, through GEE as our operating subsidiary, to become a recognized leader in the providing of professional staffing and related human resource outsourcing services; with specialization on information technology, engineering, and accounting professionals. Based on our review of the Company's business and market position, we have identified the Company as a strategic opportunity and a foundation for long-term growth.

We are offering to commence a cash tender offer for a maximum of 2,500,000 of the outstanding Shares of the common stock of GEE at a purchase price of \$0.60 per share, net to the holder in cash, without interest thereon, for a maximum aggregate amount equal to \$1,500,000, upon the terms and subject to the conditions set forth in the Agreement.

### **Appraisal Rights**

Holders of Shares do not have appraisal rights in connection with the Offer.

### **Security Ownership of Certain Beneficial Owners**

As of the date hereof, we do not own any shares of GEE common stock, but we have entered into the Agreement with GEE dated as of March 30, 2009 which provides, in part, that we will purchase from GEE 7,700,000 shares of GEE common stock representing approximately 58% of the post-issuance number of outstanding shares of common stock of GEE, for a price of \$.25 per Share, for an aggregate purchase price of \$1,925,000. Our purchase of the New Issue Shares is conditional upon the terms and conditions set forth in the Agreement, commencement of this Offer, approval by GEE's shareholders of the issuance and purchase by PSQ of the New Issue Shares and satisfaction of all other conditions of the Offer.

### **Proposed Board of Directors and New Management After Closing**

Pursuant to the Agreement and as requested by PSQ, Sheldon Brotzman, Edward O. Hunter, Thomas G. Kosnik and Kent M. Yauch (the "Resigning Directors"), each of whom is currently a member of the Board of Directors of GEE, will be resigning from the Board of Directors upon the occurrence of the closing of the purchase of the New Issue Shares and the Offer. Each of the Resigning Directors submitted a letter of resignation to the Company, to be effective only upon and immediately following the closing of the transactions set forth in the Agreement.

Also pursuant to the Agreement and as requested by PSQ, upon the occurrence of the Closing, Stephen Pence, Charles (Chuck) W.B. Wardell III and Jerry Lancaster ("Replacement Directors") will be appointed by the Board of Directors of GEE to fill the vacancies on the Board of Directors that will result from the resignations of the Resigning Directors. After their appointments are effected, the size of the Board of Directors will be reduced to five



members, and will consist of two current members of the Board of Directors and the three directors appointed at the request of PSQ.

The Board of Directors will determine which committees Messrs. Pence, Wardell and Lancaster will serve on at their first scheduled meeting after the Closing occurs. If the Closing occurs and Messrs. Pence, Wardell and Lancaster become members of the Board of Directors, they will receive compensation as directors in line with the Company's current non-employee director compensation arrangement, which will entitle each of them to a monthly retainer fee of \$2,000.

Mr. Imhoff, Jr., who currently serves as the Chairman of the Board of Directors and Chief Executive Officer and President of the Company, has agreed to resign from those positions with the Company at the Closing of the transactions provided for in the Agreement, although he will remain as a member of the Board of Directors and a consultant to the Company under the terms of his Consulting Agreement. Under the terms of the Agreement, the Board of Directors has agreed to appoint Mr. Pence to serve as Chairman of the Board of Directors effective upon Mr. Imhoff, Jr.'s resignation.

The following biographical information sets forth, with respect to each individual nominee for appointment as a director, the name, age of the individual as of April 15, 2009, current principal occupation and employment history during the past five years. Each designee has agreed to serve, if elected.

**Stephen B. Pence**, 55, is currently a retired colonel from the United States Army Reserve, where he served as a federal military judge, and is also of counsel with Martin, Ogburn & Zipperle, in Louisville, Kentucky, assisting clients involved in human resource staffing and workers' compensation insurance. In 2001, Mr. Pence was nominated by President Bush and confirmed by the U.S. Senate to the position of United States Attorney for the Western District of Kentucky. From 2003 to 2007, Mr. Pence served as Lieutenant Governor of Kentucky, which included roles as the Secretary of the Justice and Public Safety Cabinet and Commissioner of State Police. Mr. Pence received his bachelor's degree in business and his masters of business administration, with a concentration on economics, from Eastern Kentucky University, and his Juris Doctorate degree from the University of Kentucky.

**Charles W.B. Wardell III**, 56, served as Senior Advisor to the Chief Executive Officer of Korn/Ferry International, a multi-national executive recruitment service with currently more than 90 offices in 40 countries, from 1992 through 2007. Between 1990 and 1992, Mr. Wardell operated as President of Nordeman Grimm, a New York based boutique executive placement firm with specialization on placement with marketing and financial services companies. In 1978, he joined American Express as Special Assistant to the Chief Executive Officer, although he also held roles, between 1978 and 1990, of Regional Vice President and General Manager of American Express Company Middle East and Senior Vice President and Chief Operating Officer of Global Private Banking at American Express International Banking Corporation. His experience also encompasses Senior Vice President, both at Travelers and Mastercard International, as well as Executive Vice President of Diners Club at Citicorp. Mr. Wardell graduated cum laude from Harvard College with an A.B. degree.

**Jerry Lancaster**, 74, has been employed with Imperial Casualty and Indemnity Company since 1997, where he is currently the Chairman and the Director of Marketing. He has worked in a variety of capacities involving workers' compensation programs and holds General Lines Agent and Managing General Agent licenses from the State of Texas. Mr. Lancaster graduated from Southern Methodist University with a degree in mathematics.

In connection with Mr. Imhoff, Jr.'s agreement to resign as Chief Executive Officer and President of the Company if the Closing occurs, and in accordance with the Agreement, PSQ has requested, and the Board of Directors of the Company has approved, the appointment of Ronald E. Heineman to serve as Chief Executive Officer and President of the Company effective upon Mr. Imhoff, Jr.'s resignation.

Mr. Heineman has agreed to an initial annual salary of \$1 and a grant of 150,000 stock options on the date of the Closing pursuant to and in accordance with the Company's Amended and Restated 1997 Stock Option Plan (the "1997 Option Plan"), with such options to be fully vested on the date of issuance. The grant of such options was made subject to the approval of the Company's shareholders of an increase in the number of authorized shares of Common Stock available for issuance under the 1997 Plan to accommodate such stock option issuance, which

shareholder approval will be sought at the Company's 2010 Annual Meeting of Shareholders or at such earlier special meeting of shareholders as may be called in accordance with the Company's By-laws, provided that such meeting will not be called for prior to the date of the consummation of the Agreement.

### **Employee Stock Options and Restricted Stock**

You are free to exercise any vested stock options you hold in accordance with their terms and then tender the Shares you acquired through the option exercise under this Offer. You should consider whether the exercise price of your outstanding options is greater than the Offer price or less than the Offer price. If we consummate the Offer, all unvested employee stock options outstanding at that time will automatically become vested options as a result of the consummation of the Offer and our purchase of the New Issue Shares from GEE, and as to those automatically vested options, you will be free to exercise those in like manner as your currently vested options. If you previously received from GEE any restricted stock that now qualifies for resale in accordance with Rule 144 promulgated under the Securities Act of 1933, you may tender those Shares in the Offer so long as you satisfy all of the resale conditions of Rule 144 and deliver to the Depository all certificates and related resale documents necessary to process the transfer and sale of your restricted shares.

## **THE TENDER OFFER**

### **Section 1 — Terms of the Offer; Expiration Date**

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), we will accept for payment and pay for all Shares validly tendered and not withdrawn by the Expiration Date in accordance with the procedures set forth in "— Section 4 — Withdrawal Rights." The term "Expiration Date" means 12:00 midnight, New York City time, on Tuesday, June 30, 2009, unless we have extended the period during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by us, shall expire.

We may waive any or all of the conditions to our obligation to purchase Shares pursuant to the Offer. If by the initial Expiration Date or any subsequent Expiration Date, any or all of the conditions to the Offer have not been satisfied or waived, the Agreement provides that, unless the Agreement shall have been terminated pursuant to Section 6.1 thereof, we shall be required to extend the Offer from time-to-time until the Closing in the event that, at a then-scheduled Expiration Date, the conditions to Closing set forth in the Agreement have not been satisfied; provided further that, under no circumstances shall any such extension be less than the minimum number of days required by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under or by applicable law. See "— Section 12 — Conditions to the Offer."

We acknowledge that (i) the Securities Exchange Act of 1934 requires us to pay the consideration offered or return the Shares tendered promptly after the termination or withdrawal of the Offer and (ii) we may not delay acceptance for payment of, or payment for, any Shares upon the occurrence of any of the events specified in "— Section 12 — Conditions to the Offer" without extending the period of time during which the Offer is open.

Under the terms of the Agreement, we are required to extend the Offer beyond the Expiration Date for any of the following reasons: (i) from time to time if, at the Expiration Date, any of the conditions to the Offer and Agreement have not been satisfied or waived; or (ii) for any period required by any rule, regulation, interpretation or position of the Securities and Exchange Commission or any period required by or advisable under applicable law or under the provisions of the Agreement.

We will accept for payment and pay for all Shares validly tendered and not withdrawn pursuant to the Offer if all the conditions to the Offer are satisfied or waived on the Expiration Date. Any such extension, delay, termination, waiver or amendment will be followed as promptly as practicable by public announcement thereof, such announcement in the case of an extension to be made no later than 9:00 a.m., New York City time, on the next business day after the earlier of the day we decide to extend or the previously scheduled Expiration Date. Subject to applicable law and without limiting the manner in which we may choose to make any public announcement, we shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release.

If we are delayed in making payment for the Shares or are unable to pay for Shares pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent tendering shareholders are entitled to withdrawal rights as described in “— Section 4 — Withdrawal Rights.” However, our ability to delay the payment for Shares which we have accepted for payment is limited by Rule 14e-1 under the Securities Exchange Act of 1934, which requires that a bidder pay the consideration offered or return the securities deposited by, or on behalf of, holders of securities promptly after the termination or withdrawal of the Offer.

If we make a material change in the terms of the Offer or the information concerning the Offer, or if we waive a material condition of the Offer, we will extend the Offer to the extent required by Rule 14e-1 under the Securities Exchange Act of 1934. The minimum period during which the Offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or change in percentage of Shares to be purchased in the Offer, will depend upon the facts and circumstances then existing, including the relative materiality of the changed terms or information. In a public release, the Securities and Exchange Commission has stated its view that an offer must remain open for a minimum period of time following a material change in the terms of the Offer and that waiver of a material condition is a material change in the terms of the Offer. The release states that, as a general rule, an offer should remain open for a minimum of five business days from the date a material change is first published or sent or given to security holders and that, if material changes are made with respect to information not materially less significant than the Offer price and the number of Shares being sought, a minimum of 10 business days may be required to allow for adequate dissemination to stockholders. For purposes of the Offer, a “business day” means any day other than a Saturday, Sunday or federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, New York City time. The requirement to extend the Offer will not apply to the extent that the number of business days remaining between the occurrence of the change and the then-scheduled Expiration Date equals or exceeds the minimum extension period that would be required because of such amendment. If, prior to the Expiration Date, we increase the consideration offered to holders of Shares pursuant to the Offer, such increased consideration will be paid to all holders whose Shares are purchased in the Offer whether or not such Shares were tendered prior to such increase.

We have access to GEE’s shareholders’ list and securities position listings for the purpose of disseminating the Offer to holders of the Shares. This Offer and the related Letter of Transmittal will be mailed to record holders of all GEE Shares whose names appear on GEE’s shareholder list and will be furnished, for subsequent transmittal to beneficial owners of GEE Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency’s security position listing.

## **Section 2 — Acceptance for Payment and Payment for Shares**

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), we will accept for payment, and will pay for, all Shares validly tendered prior to the Expiration Date and not properly withdrawn, as soon as practicable after the Expiration Date. If we desire to delay payment for Shares accepted for payment pursuant to the Offer, and such delay would otherwise be in contravention of Rule 14e-1 of the Exchange Act, we will otherwise extend the Offer. In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) the certificates evidencing such Shares (the “Certificates”) or timely confirmation of a book-entry transfer of such Shares into the Depositary’s account at DTC (a “Book-Entry Confirmation”) pursuant to the procedures set forth in “— Section 3 — Procedures For Tendering Shares,” (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent’s Message (as defined below) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal.

For purposes of the Offer, we will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not properly withdrawn as, if and when we give oral or written notice to the Depositary, as agent for the tendering stockholders, of our acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefore with the Depositary, which will act as agent for tendering

stockholders for the purpose of receiving payments from us and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. Under no circumstances will interest on the Offer price for Shares be paid, regardless of any delay in making such payment.

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, or if Certificates are submitted evidencing more Shares than are tendered, Certificates evidencing un-purchased Shares will be returned, without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depository's account at DTC pursuant to the procedure set forth in "— Section 3 — Procedures For Tendering Shares," such Shares will be credited to an account maintained at DTC), as promptly as practicable following the expiration or termination of the Offer.

If, on or prior to the Expiration Date, we shall increase the consideration offered to any holders of Shares pursuant to the Offer, such increased consideration shall be paid to all holders of Shares that are purchased pursuant to the Offer, whether or not such Shares were tendered, accepted for payment or paid for prior to such increase in consideration.

Subject to GEE's approval, we reserve the right to transfer or assign, in whole or, from time to time, in part, to one or more of our affiliates, the right to purchase all or any portion of the Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve us of our obligations under the Offer and will in no way prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

### **Section 3 — Procedures for Tendering Shares**

Except as set forth below, in order for Shares to be validly tendered pursuant to the Offer, the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal) and any other documents required by the Letter of Transmittal, must be received by the Depository at its address set forth on the back cover of this Offer and either (i) the Certificates evidencing tendered Shares must be received by the Depository at such address or such Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depository (including an Agent's Message if the tendering stockholder has not delivered a Letter of Transmittal), in each case on or prior to the Expiration Date or (ii) the tendering stockholder must comply with the guaranteed delivery procedures described below. No alternative, conditional or contingent tenders will be accepted. The term "Agent's Message" means a message, transmitted by electronic means to, and received by, the Depository and forming a part of a Book-Entry Confirmation which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that we may enforce such agreement against such participant.

#### ***Book-Entry Transfer***

The Depository will establish accounts with respect to the Shares at DTC for purposes of the Offer within two business days after the date of this Offer. Any financial institution that is a participant in DTC's system may make a book-entry delivery of Shares by causing DTC to transfer such Shares into the Depository's account in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be made through book-entry transfer at DTC, either the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be received by the Depository at its address set forth on the back cover of this Offer prior to the Expiration Date, or the tendering stockholder must comply with the guaranteed delivery procedures described below. **Delivery of documents to DTC does not constitute delivery to the Depository.**

#### ***Signature Guarantees***

Signatures on all Letters of Transmittal must be guaranteed by a firm which is a member of the Security Transfer Agents Medallion Program, the NYSE Medallion Guarantee Program, the Stock Exchange Medallion

Program or any other “eligible guarantor institution” (as such term is defined in Rule 17Ad-15 under the Exchange Act) (each, an “Eligible Institution”), except in cases where Shares are tendered (i) by a registered holder of Shares who has not completed either the box entitled “Special Payment Instructions” or the box entitled “Special Delivery Instructions” on the Letter of Transmittal or (ii) for the account of an Eligible Institution. If a Certificate is registered in the name of a person other than the signatory of the Letter of Transmittal (or a facsimile thereof), or if payment is to be made, or a Certificate not accepted for payment or not tendered is to be returned, to a person other than the registered holder(s), then the Certificate must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear on the Certificate, with the signature(s) on such Certificate or stock powers guaranteed by an Eligible Institution. If the Letter of Transmittal or stock powers are signed or any Certificate is endorsed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by us, proper evidence satisfactory to us of their authority to so act must be submitted. See Instructions 1 and 5 of the Letter of Transmittal.

### ***Guaranteed Delivery***

If a stockholder desires to tender Shares pursuant to the Offer and the Certificates evidencing such stockholder’s Shares are not immediately available or such stockholder cannot deliver the Certificates and all other required documents to the Depository prior to the Expiration Date, or such stockholder cannot complete the procedure for delivery by book-entry transfer on a timely basis, such Shares may nevertheless be tendered, provided that all the following conditions are satisfied:

(i) such tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form we provide, is received prior to the Expiration Date by the Depository as provided below; and

(iii) the Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in connection with a book-entry transfer, an Agent’s Message), and any other documents required by the Letter of Transmittal are received by the Depository within three NYSE trading days after the date of execution of such Notice of Guaranteed Delivery. A “trading day” is any day on which the NYSE AMEX Stock Exchange is open for business.

The Notice of Guaranteed Delivery may be delivered by hand or mail or transmitted by telegram or facsimile transmission to the Depository and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by us.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depository of the Share Certificates evidencing such Shares, or a Book-Entry Confirmation of the delivery of such Shares, and the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by the Letter of Transmittal, or an Agent’s Message in the case of a book-entry transfer.

**The method of delivery of Certificates and all other required documents, including delivery through DTC, is at the option and risk of the tendering stockholder, and the delivery will be deemed made only when complete delivery is actually received by the Depository. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.**

### ***Determination of Validity***

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us in our sole discretion, which determination shall be final and binding on all parties. We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of which may, in the opinion of our counsel, be unlawful. We also reserve the absolute

right to waive any condition of the Offer (other than the majority of the minority condition) or any defect or irregularity in the tender of any particular Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders, and our interpretation of the terms and conditions of the Offer will be final and binding on all persons. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to our satisfaction. None of us, GEE, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders, or any waiver thereof, or incur any liability for failure to give any such notification or for any such determination.

#### ***Other Requirements***

By executing the Letter of Transmittal as set forth above, a tendering stockholder irrevocably appoints our designees as such stockholder's proxies, each with full power of substitution, in the manner set forth in the Letter of Transmittal, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by us (and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of this Offer). All such proxies shall be considered coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, we accept such Shares for payment. Upon such acceptance for payment, all prior proxies given by such stockholder with respect to such Shares (and such other Shares and securities) will be revoked without further action, and no subsequent proxies may be given nor any subsequent written consent executed by such stockholder (and, if given or executed, will not be deemed to be effective) with respect thereto. Our designees will, with respect to the Shares for which the appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they in their sole discretion may deem proper at any annual or special meeting of GEE's stockholders or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our payment for such Shares, we must be able to exercise full voting rights with respect to such Shares.

Our acceptance for payment of Shares pursuant to any of the procedures described above will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions of the Offer.

#### **Section 4 — Withdrawal Rights**

Tenders of the Shares made pursuant to the Offer are irrevocable except that such Shares may be withdrawn at any time prior to the initial Expiration Date and, unless theretofore accepted for payment by us pursuant to the Offer, may also be withdrawn at any time after Tuesday, June 30, 2009. If we extend the Offer, are delayed in our acceptance for payment of Shares or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may, nevertheless, on our behalf, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described in this section. Any such delay will be accompanied by an extension of the Offer to the extent required by law.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover page of this Offer. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Certificates, the serial numbers shown on such Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in "— Section 3 — Procedures For Tendering Shares," any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares and must otherwise comply with DTC's procedures.

Withdrawals of tenders of Shares may not be rescinded, and Shares properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by again

following the procedures described in “— Section 3 — Procedures for Tendering Shares” at any time prior to the Expiration Date.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by us, in our sole discretion, and our determination will be final and binding. None of us, including the Depositary, the Information Agent or any other person will be under a duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

#### **Section 5 — Certain U.S. Federal Income Tax Considerations**

The following summarizes certain of the material U.S. federal income tax consequences of the Offer to holders of the Shares that are U.S. Holders (as defined below). This summary is based upon the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), existing and proposed regulations promulgated thereunder, published rulings and court decisions, all as in effect and existing on the date hereof and all of which are subject to change at any time, which change may be retroactive or prospective. No rulings have been sought or are expected to be sought from the Internal Revenue Service (the “IRS”) with respect to any of the tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions. Unless otherwise specifically noted, this summary applies only to those persons that hold their Shares as a capital asset within the meaning of Section 1221 of the Internal Revenue Code and does not apply to persons who hold their Shares pursuant to the exercise of employee stock options or otherwise as compensation.

This summary is for general information only and does not address all of the tax consequences of the Offer that may be relevant to a U.S. Holder (as defined below) of the Shares. It also does not address any of the tax consequences of the Offer to holders of the Shares that are Non-U.S. Holders (as defined below), or to holders that may be subject to special tax treatment, such as financial institutions, real estate investment trusts, personal holding companies, tax-exempt organizations, regulated investment companies, insurance companies, S corporations, brokers and dealers in securities or currencies and certain U.S. expatriates. Further, this summary does not address: the U.S. federal income tax consequences of the Offer to stockholders, partners or beneficiaries of an entity that is a holder of the Shares; the U.S. federal estate, gift or alternative minimum tax consequences of the Offer; persons who hold the Shares in a straddle or as part of a hedging, conversion, constructive sale or other integrated transaction or whose functional currency is not the U.S. dollar; any state, local or foreign tax consequences of the Offer; or holders whose status changes from a U.S. Holder to a Non-U.S. Holder or vice versa; or any person that owns actually or constructively (giving effect to the ownership attribution rules of the Internal Revenue Code) shares of common stock of GEE.

**Each holder of the Shares should consult its own tax advisor regarding the tax consequences of the Offer, including such holder’s status as a U.S. Holder or a Non-U.S. Holder, as well as any tax consequences that may arise under the laws of any state, local, foreign or other non-U.S. taxing jurisdiction and the possible effects of changes in U.S. federal or other tax laws.**

A “U.S. Holder” means a beneficial owner of the Shares that, for U.S. federal income tax purposes, is: (i) a citizen or individual resident, as defined in Section 7701(b) of the Internal Revenue Code, of the United States; (ii) a corporation or partnership, including any entity treated as a corporation or partnership for U.S. federal income tax purposes, created or organized in the United States or under the laws of the United States, any State thereof or the District of Columbia (unless, in the case of a partnership, Treasury regulations provide otherwise); (iii) an estate, the income of which is subject to U.S. federal income tax without regard to its source; or (iv) a trust, if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and (b) one or more U.S. persons have the authority to control all substantial decisions of the trust. Notwithstanding the preceding sentence, certain trusts in existence on August 20, 1996, and treated as U.S. trusts prior to such date, may elect to be treated as U.S. Holders. If a partnership holds the Shares, the tax treatment of each of its partners generally will depend upon the status of such partner and the activities of the partnership. Partners of partnerships holding the Shares should consult their own tax advisors regarding the U.S. federal tax consequences of the Offer.

A “Non-U.S. Holder” means a beneficial owner of the Shares that is not a U.S. Holder. We urge holders of the Shares that are Non-U.S. Holders to consult their own tax advisors regarding the U.S. federal income tax

consequences of the Offer, including potential application of U.S. withholding taxes and possible eligibility for benefits under applicable income tax treaties.

### ***Sale of the Shares***

The sale of the Shares for cash under the Offer will be a taxable transaction to U.S. Holders for U.S. federal income tax purposes. In general, a U.S. Holder who sells the Shares pursuant to the Offer will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the amount of cash received and the U.S. Holder's adjusted tax basis in the Shares sold. Gain or loss will be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered under the Offer.

U.S. Holders of the Shares that are corporations generally will be taxed on net capital gains at a maximum rate of 35%. In contrast, U.S. Holders that are individuals generally will be taxed on net capital gains at a maximum rate of 15% with respect to those Shares held for more than 12 months at the effective time of the Offer, and 35% with respect to those Shares held for 12 months or less. In addition, special rules, and generally lower maximum rates, apply to individuals in lower tax brackets. Any capital losses realized by a U.S. Holder that is a corporation generally may be used only to offset capital gains. Any capital losses realized by a U.S. Holder that is an individual generally may be used only to offset capital gains plus \$3,000 of ordinary income per year.

### ***Backup Withholding Tax and Information Reporting***

Payment of proceeds with respect to the sale of the Shares pursuant to the Offer may be subject to information reporting and U.S. federal backup withholding tax at the applicable rate if the U.S. Holder or Non-U.S. Holder thereof fails to supply an accurate taxpayer identification number or otherwise fails to comply with applicable U.S. information reporting or certification requirements. **These requirements are set forth in the Letter of Transmittal and should be carefully reviewed by each holder of the Shares.** Backup withholding is not an additional tax. Any amounts so withheld will be allowed as a refund or a credit against such U.S. Holder's or Non-U.S. Holder's U.S. federal income tax liability; provided, however, that the required information is timely furnished to the IRS.

### **Section 6 — Price Range of Shares; Dividends**

The Shares are listed and principally traded on the NYSE AMEX Stock Exchange under the symbol "JOB." The following table sets forth, for the quarters indicated, the high and low sales prices per Share on the NYSE AMEX Stock Exchange as reported by published financial sources.

<b>Calendar Year</b>	<b>High</b>	<b>Low</b>
2007:		
Second Quarter	2.01	1.96
Third Quarter	1.76	1.76
Fourth Quarter	1.66	1.63
2008:		
First Quarter	1.38	1.32
Second Quarter	.85	.85
Third Quarter	.41	.40
Fourth Quarter	.42	.39
2009		
First Quarter	.48	.35

On March 27, 2009, the last full trading day prior to the public announcement of the Offer, the last sale price per Share was \$0.33 as reported on the NYSE AMEX Stock Exchange.

**Stockholders are urged to obtain a current market quotation for the Shares.**

### **Section 7 — Certain Information Concerning GEE**

#### ***General***

The principal executive office of GEE is located at One Tower Lane, Suite 2200, Oakbrook Terrace, Illinois. GEE operates in one industry segment, providing professional staffing services. The Company offers its customers both placement and contract staffing services, specializing in the placement of information technology, engineering and accounting professionals. The Company's placement services include placing candidates into regular, full-time jobs with client-employers. The Company's contract services include placing its professional employees on temporary assignments, under contracts with client companies. Contract workers are employees of the Company, typically working at the client location and at the direction of client personnel for periods of three months to one year. The combination of these two services provides a strong marketing opportunity, because it offers customers a variety of staffing alternatives that includes direct hire, temporary staffing and a contract-to-hire approach to hiring.

#### ***Financial Information***



GEE is subject to the informational filing requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports, proxy statements and other information with the Commission relating to its business, financial condition and other matters. Such reports, proxy statements and other information can be inspected and copied at the public reference facilities maintained by the Commission at 100 F Street, N.W., Washington, D.C. 20549. Information regarding the public reference facilities may be obtained from the Commission by telephoning 1-800-SEC-0330. GEE's filings are also available to the public on the Commission's Web site ([www.sec.gov](http://www.sec.gov)). Copies of such materials may also be obtained by mail from the Public Reference Room of the Commission at 100 F Street, N.W., Washington, D.C. 20549, upon payment of the Commission's customary fees.

#### **Section 8 — Certain Information Concerning PSQ**

PSQ is a newly-formed Kentucky limited liability company formed specifically to acquire the shares, including 7,700,000 shares of the New Issue Shares, of GEE common stock which will result in PSQ controlling the voting class of outstanding capital stock of GEE. By this Offer, we are also offering to purchase up to, but no more than, 2,500,000 of the outstanding shares GEE common stock of at a price of \$.60 per share. As of the date hereof, we do not own any shares of GEE common stock, but we have entered into the Agreement with GEE dated March 30, 2009 which provides that we will purchase from GEE 7,700,000 shares of GEE common stock representing 60% of the then outstanding shares of common stock of GEE, for a price of \$.25 per Share, for an aggregate purchase price of \$1,925,000. With GEE as our operating subsidiary, we expect to become a recognized leader in the providing of professional staffing and related human resource outsourcing services, with specialization on information technology, engineering, and accounting professionals. Based on the review of GEE's business and market position, we have identified GEE as a strategic opportunity and a foundation for long-term growth.

#### **Section 9 — Source and Amount of Funds**

We will need approximately \$1,750,000 to purchase the maximum number of Shares pursuant to the Offer and to pay related fees and expenses and an additional \$1,925,000 to purchase the New Issue Shares that are the subject of the Agreement. PSQ intends to deploy its own proprietary cash under management for funding the purchase of Shares in the Offer and for the purchase of the New Issue Shares, without the use of third party funding. We are also required in the Agreement to establish to GEE's satisfaction that we have available the maximum aggregate tender offer purchase amount of \$1,500,000, no later than three business days prior to the Closing of the Offer. PSQ has sufficient cash resources to pay related fees and expenses of the Offer.

#### **Section 10 — Possible Effects of the Offer on the Market for the Shares**

### ***Effect on the Market for the Shares***

The purchase of Shares by us pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and will reduce the number of holders of Shares, which could adversely affect the liquidity and market value of the remaining Shares held by the public.

### ***Stock Quotations***

The Shares are currently listed and traded on the NYSE AMEX Stock Exchange, which constitutes the principal trading market for the Shares. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the standards for continued listing on the NYSE AMEX Stock Exchange, but PSQ does not anticipate that the consummation of the Offer will materially impact current listing standards for the common stock.

### ***Margin Securities***

The Shares are currently “margin securities” as such term is defined under the rules of the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such securities. Depending upon factors similar to those described above regarding listing and market quotations, following the Offer it is possible that the Shares might no longer constitute “margin securities” for purposes of the margin regulations of the Federal Reserve Board, in which event such Shares could no longer be used as collateral for loans made by brokers.

### **Section 11 — Fees and Expenses**

Except as set forth below, we will not pay any fees or commissions to any broker, dealer or other person for soliciting tenders of Shares pursuant to the Offer.

PSQ has retained Morrow & Co., LLC, as the Information Agent, and Continental Stock Transfer & Trust, as the Depositary, in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, facsimile, e-mail and personal interview and may request banks, brokers, dealers and other nominee stockholders to forward materials relating to the Offer to beneficial owners.

As compensation for acting as Information Agent in connection with the Offer, Morrow & Co., LLC will receive reasonable and customary compensation for its services and will also be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection with the Offer, including certain liabilities under the federal securities laws. PSQ will pay the Depositary reasonable and customary compensation for its services in connection with the Offer, plus reimbursement for reasonable out-of-pocket expenses, and will indemnify the Depositary against certain liabilities and expenses in connection therewith, including certain liabilities under federal securities laws.

Brokers, dealers, commercial banks and trust companies will be reimbursed by us for customary handling and mailing expenses incurred by them in forwarding material to their customers.

The following is an estimate of fees and expenses to be incurred by us in connection with the Offer (in thousands):

Advertising	\$	250.00
Filing Fees	\$	85.00
Depositary	\$	10,000
Information Agent (including mailing)	\$	4,800
Legal, Printing and Miscellaneous	\$	75,000
Total:	\$	90,135

### **Section 12 — Conditions to the Offer**

Should the Offer be terminated pursuant to any of the foregoing provisions, all tendered Shares not theretofore accepted for payment shall forthwith be returned to the tendering shareholders. For further information on conditions to this Offer, please see the Agreement.

### **Section 13 — Certain Legal Matters**

#### ***Regulatory Approval***

Except as described in this section, based on a review of publicly available filings by GEE with the Commission and a review of certain information furnished by GEE in the normal course of their business dealings, we are not aware of any license, franchise or regulatory permit that is material to the business of GEE and that would be materially adversely affected by our acquisition of Shares pursuant to the Offer, or of any material filing, approval or other action by or with any governmental authority or regulatory agency that would be required for the purchase of Shares pursuant to the Offer or of our acquisition or ownership of Shares pursuant to the Offer. Should any such approval or other action be required, it is presently contemplated that such approval or action would be sought, except as described below under “— State Takeover Laws.” While we do not currently intend to delay acceptance for payment of Shares tendered

pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if required, would be obtained without substantial conditions or that adverse consequences would not result to GEE's business or that certain parts of GEE's business would not have to be disposed of in the event that such approval were not obtained or such other actions were not taken or in order to obtain any such approval or other action. If certain types of adverse action are taken with respect to the matters discussed below, we may decline to accept for payment or pay for any Shares tendered.

### ***State Takeover Laws***

GEE and certain of its subsidiaries conduct business in a number of states throughout the United States, some of which have adopted laws and regulations applicable to offers to acquire shares of corporations that are incorporated or have substantial assets, stockholders and/or a principal place of business in such states. In *Edgar v. Mite Corp.*, the Supreme Court held that the Illinois Business Takeover Statute, which involved state securities laws that made the takeover of certain corporations more difficult, imposed a substantial burden on interstate commerce and was therefore unconstitutional. In *CTS Corp. v. Dynamics Corp. of America*, however, the Supreme Court held that a state may, as a matter of corporate law and, in particular, those laws concerning corporate governance, constitutionally disqualify a potential acquiror from voting on the affairs of a target corporation without prior approval of the remaining stockholders, provided that such laws were applicable only under certain conditions, in particular, that the corporation has a substantial number of stockholders in and is incorporated under the laws of such state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.*, a federal district court in Oklahoma ruled that the Oklahoma statutes were unconstitutional insofar as they applied to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a federal district court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the U.S. Court of Appeals for the Sixth Circuit.

GEE conducts business in a number of states throughout the United States, some of which have enacted takeover laws. We have not determined whether any of these state takeover laws and regulations will by their terms apply to the Offer, and, we have not presently sought to comply with any state takeover statute or regulation. We reserve the right to challenge the applicability or validity of any state law or regulation purporting to apply to the Offer, and neither anything in this Offer nor any action taken in connection herewith is intended as a waiver of such right. In the event it is established that one or more state takeover statutes is applicable to the Offer and an appropriate court does not determine that such statute is inapplicable or invalid as applied to the Offer, we might be required to file certain information with, or to receive approval from, the relevant state authorities, and we might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in consummating the Offer. In addition, if enjoined, we might be unable to accept for payment any Shares tendered pursuant to the Offer.

or be delayed in continuing or consummating. In such case, we may not be obligated to accept for payment any Shares tendered. See “— Section 12 — Conditions to the Offer.”

### *Antitrust*

Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the “HSR Act”), and the rules that have been promulgated there under by the Federal Trade Commission (“FTC”), certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the “Antitrust Division”) and the FTC and certain waiting period requirements have been satisfied. The purchase of Shares pursuant to the Offer and the purchase of the New Issue Shares is not subject to such requirements due to the fact that the total value of the transactions on a consolidated basis do not meet the minimum threshold that requires compliance with the notice and approval provisions of the HSR Act.

### **Section 14 — Miscellaneous**

The Offer is being made to all holders of Shares other than PSQ. We are not aware of any jurisdiction where the making of the Offer is prohibited by administrative or judicial action pursuant to any valid state statute. If we become aware of any valid state statute prohibiting the making of the Offer or the acceptance of Shares pursuant thereto, we will make a good faith effort to comply with any such state statute or seek to have such statute declared inapplicable to the Offer. If, after such good faith effort, we cannot comply with any such state statute, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on our behalf by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

**No person has been authorized to give any information or make any representation on behalf of GEE or PSQ not contained in this Offer or in the related Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized.**

We have filed with the Commission a tender offer statement on Schedule TO, together with all exhibits thereto, pursuant to Regulation M-A under the Exchange Act, furnishing certain additional information with respect to the Offer. Such Schedules and any amendments thereto, including exhibits, may be inspected and copies may be obtained from the offices of the Commission in the manner set forth in “— Section 7 — Certain Information Concerning GEE.”

PSQ, LLC  
April 15, 2009

Manually signed facsimile copies of the Letter of Transmittal will be accepted. Letters of Transmittal and certificates for Shares should be sent or delivered by each GEE shareholder or his, her or its broker, dealer, commercial bank, trust company or other nominee to the Depositary at its address set forth below:

The Depositary for the Offer is:

**Continental Stock Transfer & Trust Company**

17 Battery Place, 8<sup>th</sup> Floor  
New York, NY 10004

Any questions or requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth below. Requests for additional copies of this Offer and the Letter of Transmittal may be directed to the Information Agent or the Depositary. Stockholders may also contact their brokers, dealers, commercial banks, trust companies or other nominees for assistance concerning the Offer.

*The Information Agent for the Offer is:*

**Morrow & Co., LLC**

470 West Avenue  
Stamford, CT 06902  
(203) 658-9400

**Banks and Brokerage Firms, Please Call: (203) 658-9400**  
**Shareholders Call Toll Free: (800) 607-0088**



**SECURITIES PURCHASE AND  
TENDER OFFER AGREEMENT**

This Securities Purchase and Tender Offer Agreement ("Agreement") is dated as of March 30, 2009, between General Employment Enterprises, Inc., an Illinois corporation ("Company"), and PSQ, LLC, a newly formed Kentucky limited liability company created as a special purpose vehicle as purchaser of the securities that are the subject of this Agreement ("Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to Purchaser, and Purchaser desires to purchase from the Company, newly-issued shares of Common Stock (as defined below) of the Company as more fully described in this Agreement; and

WHEREAS, each of the respective Boards of Member-Managers or Directors of Purchaser and the Company has determined it is in the best interests of their respective stockholders or members for the Purchaser to also offer to acquire up to 2,500,000 shares of the Common Stock of the Company ("Maximum Number of Shares") at a price of \$.60 in cash per share pursuant to a cash tender offer ("Offer") upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and Purchaser agree as follows:

ARTICLE I.  
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Action" shall have the meaning ascribed to such term in Section 3.2(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act. With respect to Purchaser, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as Purchaser will be deemed to be an Affiliate of Purchaser.

"Board of Directors" means the board of directors of the Company from time to time as constituted.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Closing" means the simultaneous consummation of the purchase and sale of the Securities to be acquired by the Purchaser pursuant to Section 2.1 hereof and the consummation of the Offer described in Section 2.3 hereof.

“Closing Date” means the Trading Day when the Closing occurs.

“Commission” means the United States Securities and Exchange Commission.

“Common Stock” means the common stock of the Company, no par value, and any other class of securities into which such securities may hereafter be reclassified or changed into.

“Common Stock Equivalents” means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Company Counsel” means Schiff Hardin LLP, with offices located at 6600 Sears Tower, Chicago, Illinois 60606.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

“GAAP” shall have the meaning ascribed to such term in Section 3.2(h).

“Indebtedness” shall have the meaning ascribed to such term in Section 3.2(x).

“Intellectual Property Rights” shall have the meaning ascribed to such term in Section 3.2(o).

“Liens” means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

“Material Adverse Effect” shall have the meaning assigned to such term in Section 3.1.

“Material Permits” shall have the meaning ascribed to such term in Section 3.2(m).

“Offer” shall mean the tender offer Purchaser shall commence (within the meaning of Rule 14d-2 under the Exchange Act) within ten (10) business days of the date hereof, as described in this Agreement.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Required Approvals” shall have the meaning ascribed to such term in Section 3.2(e).

“Registration Rights Agreement” means the agreement that is one of the Transaction Documents ancillary to this Agreement to be executed by the Purchaser, the Company and Herbert F. Imhoff, Jr.



“SEC Reports” shall have the meaning ascribed to such term in Section 3.2(h).

“Securities” means the Shares of Common Stock to be sold to Purchaser by the Company pursuant to this Agreement.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated there under.

“Shares” means shares of Common Stock.

“Short Sales” means all “short sales” as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

“Trading Day” means a day on which the Common Stock is traded on the Trading Market or an over-the-counter market, if applicable.

“Trading Market” means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: NYSE Amex.

“Transaction Documents” means this Agreement and any other documents or agreements executed in connection with the transactions contemplated hereunder.

“Transfer Agent” means Continental Stock Transfer & Trust Company.

## ARTICLE II. PURCHASE AND SALE

### 2.1 Closing.

(a) The Closing shall occur no later than the third Business Day after satisfaction of the conditions set forth in Section 2.5 (other than those conditions that by their nature are to be satisfied at Closing).

(b) On the Closing Date, upon the terms and subject to the conditions set forth herein, immediately after the consummation of the Offer on the Closing Date, the Company agrees to sell, and the Purchaser agrees to purchase, an aggregate of 7,700,000 Shares of Common Stock at the Purchase Price set forth below. On the Closing Date, Purchaser shall direct the Escrow Agent (as defined below) to deliver to the Company from the Escrow Account (as defined below), via wire transfer, immediately available funds equal to the Purchase Price and the Company shall deliver to Purchaser duly authorized certificates representing the Securities.

(c) As soon as reasonably practicable after the Closing, Purchaser shall instruct the Escrow Agent to mail to each holder of record of a certificate or certificates that, immediately prior to the Closing, evidenced outstanding Shares (the "Certificates"), (i) a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Escrow Agent, and shall be in such form and have such other provisions as are reasonable and customary in transactions such as the Offer) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Per Share Offer Consideration to be paid therefore pursuant to Section 2.2(b), and, if applicable, a new Certificate representing any Shares represented by the surrendered Certificate that were not surrendered or accepted for surrender in the Offer. Upon surrender of a Certificate to the Escrow Agent together with such letter of transmittal, duly executed, and such other customary documents as may be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive from Purchaser in exchange therefor cash in an amount equal to the product of (i) the number of Shares theretofore represented by such Certificate that were validly tendered on or prior to the Final Expiration Date (as defined below) and not timely withdrawn, subject to reduction pursuant to Section 2.3.1(c), and (ii) the Per Share Offer Consideration. If the Certificate represented more Shares than the number of Shares validly tendered by the holder thereof (and not withdrawn) prior to the Final Expiration Date after taking into account any reduction pursuant to Section 2.3.1(c), then the Company shall issue a new Certificate to the surrendering holder thereof representing the number of Shares represented by the surrendered Certificate that were not so tendered or accepted for tender in the Offer. No interest shall be paid or accrued on any cash payable upon the surrender of any Certificate. If payment is to be made to a person other than the person in whose name the surrendered Certificate is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of the surrendered Certificate or established to the satisfaction of Purchaser and the Company that such taxes have been paid or are not applicable. Any portion of the Escrow Amount which remains undistributed to the holders of Certificates one year after the Closing shall be delivered to Purchaser, upon demand, and any holders of Certificates that have not theretofore complied with this Section 2.1(c) shall thereafter look only to Purchaser, and only as general creditors thereof, for payment of their claim for any Per Share Offer Consideration. None of Purchaser, the Company or the Escrow Agent shall be liable to any person in respect of any payments or distributions payable from the Escrow Amount delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(d) The Closing shall occur at the offices of Company Counsel or such other location as the parties shall mutually agree.

## 2.2 Purchase Price.

(a) The Company has agreed to issue and sell to the Purchaser and the Purchaser has agreed to purchase the Securities at a price equal to \$.25 per Share, for an aggregate purchase price of \$1,925,000 ("Purchase Price").

(b) In addition, in accordance with Section 2.3, below, Purchaser has agreed to consummate the Offer for a maximum of 2,500,000 Shares of the Company's outstanding Common Stock (subject to satisfaction of the conditions described in Section 2.5(b)), at a price of \$.60 per Share ("Per Share Offer Consideration"), for a maximum aggregate Offer amount of \$1,500,000.

(c) Simultaneous with the execution of this Agreement, Purchaser has caused to be deposited into a financial institution escrow account ("Escrow Account") with Park Avenue Bank, 460 Park Avenue, New York, NY 10022 ("Escrow Agent") the maximum aggregate Purchase Price totaling \$1,925,000 ("Purchase Escrow Amount"), and no later than three (3) days prior to the Closing, Purchaser shall provide written evidence satisfactory to the Company of the availability of the aggregate maximum amount of the consideration needed to consummate the Offer totaling \$1,500,00 ("Maximum Offer Amount"). The Purchase Escrow Amount shall be subject to the terms of an escrow agreement entered into between the Company, Purchaser and the Escrow Agent on the date hereof which, among other things, provides for a return of the Escrow Amount to the Purchaser in the event of any termination of this Agreement, except if such termination provides for the payment of damages to the Company as provided for in Section 6.2.

2.3 Tender Offer.

2.3.1 Terms of Tender Offer.

(a) Provided that this Agreement shall not have been terminated in accordance with Section 6.1 hereof, Purchaser shall commence (within the meaning of Rule 14d-2 under the Exchange Act) the Offer within ten (10) business days of the date hereof. Consummation of the Offer will be subject only to the satisfaction or waiver of the conditions set forth in Section 2.5(b) hereof, any of which conditions may be waived in the sole discretion of Purchaser. Assuming all of the conditions to consummation of the Offer are satisfied, Purchaser shall consummate the Offer as promptly as possible to the extent necessary to acquire the Maximum Number of Shares (taking into account the Shares validly tendered and not timely withdrawn as of the Final Expiration Date).

(b) Purchaser agrees that upon the terms and subject to the conditions of this Agreement, Purchaser shall accept for payment all Shares (including any Securities), up to the Maximum Number of Shares, that are validly tendered on or prior to the Final Expiration Date and not timely withdrawn, as soon as it is permitted to do so under applicable law, and shall pay for such Shares promptly thereafter.

(c) In the event that the number of Shares that are validly tendered on or prior to the Final Expiration Date and not timely withdrawn exceed the Maximum Number of Shares, the final number of Shares deemed validly tendered by each stockholder of the Company as of the Final Expiration Date shall be reduced to be an amount equal to the product of: (i) the number of Shares validly tendered by such stockholder (and not withdrawn) as of the Final Expiration Date and (ii) the quotient of (A) 2,500,000 over (B) the total number of Shares validly tendered (and not withdrawn) by all stockholders of the Company as of the Final Expiration Date.

(d) The Offer shall initially be scheduled to expire seventy-five (75) days following the commencement thereof; provided that, unless this Agreement shall have been terminated pursuant to Section 6.1 hereof, Purchaser shall be required to extend the Offer from time-to-time until the Closing Date in the event that, at a then-scheduled expiration date, the conditions to Closing set forth in Section 2.5 have not been satisfied (such final expiration date of the Offer being referred to herein as the "Final Expiration Date"); provided further that, under no circumstances shall any such extension be less than the minimum number of days required by the Exchange Act or the rules and regulations promulgated thereunder or by applicable law.

(e) As promptly as practicable on the date of commencement of the Offer, Purchaser shall file with the United States Securities and Exchange Commission ("SEC") a Tender Offer Statement on Schedule TO (together with all amendments and supplements thereto, the "Schedule TO") with respect to the Offer which shall comply as to form in all material respects with the provisions of applicable federal securities laws. The Schedule TO shall contain or incorporate by reference an offer to purchase ("Offer to Purchase") and forms of the related letter of transmittal and all other ancillary Offer documents (collectively, together with all amendments and supplements thereto, the "Offer Documents"). The Company and Purchaser shall cause the Offer Documents to be disseminated to the holders of the Shares as and to the extent required by applicable federal securities laws. Purchaser, on the one hand, and the Company, on the other hand, will promptly correct any information provided by it for use in the Offer Documents if and to the extent that it shall have become false or misleading in any material respect, and Purchaser will cause the Offer Documents as so corrected to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. In conducting the Offer, Purchaser shall comply in all material respects with the provisions of the Exchange Act and any other applicable law. The Company and its counsel shall be given a reasonable opportunity to review and comment upon the Schedule TO before it is filed with the SEC. In addition, Purchaser agrees to provide the Company and its counsel with any comments, whether written or oral, that Purchaser or its counsel may receive from time-to-time from the SEC or its staff with respect to the Offer Documents promptly after the receipt of such comments and to consult with the Company and its counsel prior to responding to any such comments.

(f) For the avoidance of doubt, without the prior written consent of the Company, Purchaser shall not (i) decrease or change the form of the Per Share Offer Consideration described in Section 2.2(b) above, (ii) amend any term of the Offer in any manner adverse to holders of Shares of Common Stock, or (iii) change any of the closing conditions to the Offer described in Section 2.5(b) or impose any additional conditions to the Offer.

### 2.3.2 Company Action.

(a) The Company hereby approves of and consents to the Offer and represents and warrants that the Company's Board of Directors, at a meeting duly called and held, has (i) determined that the terms of the Offer are fair to and in the best interests of the stockholders of the Company, (ii) approved this Agreement, the Offer and the other transactions contemplated hereby and (iii) resolved (subject to the limitations contained herein) to recommend that the stockholders of the Company accept the Offer, tender their Shares to Purchaser thereunder and approve and adopt this Agreement. Subject to Section 4.3 below, the Company hereby consents to the inclusion in the Offer Documents of the Board's recommendation described in the immediately preceding sentence. The Company has been authorized by Prairie Capital Advisors, Inc., the Company's financial advisor, to permit the inclusion of a copy its fairness opinion with regard to the transactions contemplated hereby.

(b) On the date the Offer Documents are filed with the SEC, the Company shall file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the Offer (such Schedule 14D-9, as amended or supplemented from time to time, the "Schedule 14D-9") containing, subject to Section 4.3 below, the recommendations referred to in paragraph (a) above and shall mail the Schedule 14D-9 to the record holders of Shares as required by law. Purchaser will promptly supply to the Company in writing, for inclusion in the Schedule 14D-9, all information concerning Purchaser as required by Section 14(f) of the Exchange Act and Rule 14F-1 thereunder, and the Company shall include such information in the Schedule 14D-9. Each of the Company and Purchaser shall promptly correct any information provided by it for use in the Schedule 14D-9 if and to the extent that such information shall have become false or misleading in any material respect, and the Company shall take all steps necessary to amend or supplement the Schedule 14D-9 and to cause the Schedule 14D-9 as so amended or supplemented to be filed with the SEC and disseminated to the Company's stockholders, in each case as and to the extent required by or deemed advisable under applicable federal securities laws. Purchaser and its counsel shall be given reasonable opportunity to review and comment upon the Schedule 14D-9 prior to its filing with the SEC or dissemination to stockholders of the Company. The Company shall provide Purchaser and its counsel in writing with any written comments (and orally, any oral comments) the Company or its counsel may receive from the SEC or its staff with respect to the Schedule 14D-9 promptly after the receipt of such comments and shall consult with Purchaser and its counsel prior to responding to such comments.

(c) The Company shall promptly furnish Purchaser with mailing labels containing the names and addresses of all record holders of Shares and with security position listings of Shares held in stock depositories, each as of a recent date, together with all other available listings and computer files containing names, addresses and security position listings of record holders and beneficial owners of Shares. The Company shall furnish Purchaser with such additional information, including, without limitation, updated listings and computer files of stockholders, mailing labels and security position listings, and such other assistance as the Company, Purchaser or their agents may reasonably require in communicating the Offer to the record and beneficial holders of Shares. Subject to the requirements of applicable law, and except for such steps as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the Offer, the Purchaser and its Affiliates shall hold in confidence the information contained in such labels, listings and files, shall use such information solely in connection with the Offer, and, if this Agreement is terminated in accordance with Section 6.1 hereof, shall promptly deliver or cause to be delivered to the Company all copies of such information, labels, listings and files then in their possession or in the possession of their agents or representatives.

#### 2.4 Company Stockholders Meeting: Preparation of the Proxy Statement.

(a) As soon as practicable following the date hereof, the Company shall use its commercially reasonable efforts to take all action necessary, in accordance with the Illinois Business Corporation Act of 1983, as amended (“Illinois Business Act”), the Exchange Act and other applicable law and its certificate of incorporation and bylaws to convene and hold a meeting of the stockholders of Company (the “Stockholders Meeting”) for the purpose of considering and voting upon the sale by the Company of Securities to Purchaser as contemplated by this Agreement and to solicit proxies pursuant to a proxy statement of the Company to be filed by the Company in connection therewith (“Company Proxy Statement”). Subject to the provisions of Section 4.3 below, the Board of Directors shall recommend that the holders of Shares vote in favor of the sale by the Company of Securities to Purchaser as contemplated by this Agreement at the Stockholders Meeting and shall cause such recommendation to be included in the Company Proxy Statement.

(b) As soon as practicable following the date hereof, the Company, in consultation with Purchaser, shall prepare and file the Company Proxy Statement with the SEC in accordance with the Exchange Act and the rules and regulations thereunder. Each of the Company and Purchaser shall promptly correct any information provided by it for use in the Company Proxy Statement if and to the extent that such information shall have become false or misleading in any material respect, and the Company shall take all steps necessary to amend or supplement the Company Proxy Statement and to cause the Company Proxy Statement as so amended or supplemented to be filed with the SEC and disseminated to the Company's stockholders, in each case as and to the extent required by or deemed advisable under applicable federal securities laws, state law or the requirements of any securities exchange on which the Company's Shares are listed. Purchaser and its counsel shall be given reasonable opportunity to review and comment upon the Company Proxy Statement prior to its filing with the SEC or dissemination to stockholders of the Company. The Company shall provide Purchaser and its counsel in writing with any written comments (and orally, any oral comments) the Company or its counsel may receive from the SEC or its staff with respect to the Company Proxy Statement promptly after the receipt of such comments and shall consult with Purchaser and its counsel prior to responding to such comments.

2.5 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met or waived by the Company at or prior to the Closing, provided, however, that the Company may not rely on the failure of any of the following conditions in this Section 2.5(a) to be satisfied if such failure was caused by the Company's failure to act in good faith or to use best efforts to cause the Closing to occur, as required by Section 4.2:

(i) the approval of the sale by the Company of the Securities to Purchaser as contemplated hereby by affirmative vote (by a majority of votes cast) by the holders of shares of Common Stock;

(ii) there is no order, litigation, injunction, administrative stop order or other legal restraint pending against the Company at the Closing Date that would limit or prohibit the Closing of the transactions contemplated by this Agreement;

(iii) the accuracy in all material respects on the Closing Date of the representations and warranties of the Purchaser contained herein as though made as of such time, except to the extent that such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); and

(iv) all obligations, covenants and agreements of Purchaser required to be performed at or prior to the Closing Date pursuant to the terms hereof shall have been performed in all material respects.

(b) The obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met or waived by Purchaser at or prior to the Closing, provided, however, that Purchaser may not rely on the failure of any of the following conditions in this Section 2.5(b) to be satisfied if such failure was caused by Purchaser's failure to act in good faith or to use best efforts to cause the Closing to occur, as required by Section 4.2:

(i) the accuracy on the Closing Date of the representations and warranties of the Company contained herein as though made as of such time, except to the extent that such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct as of such earlier date), in each case except for inaccuracies or breaches as to matters that, individually or in the aggregate, would not have a Material Adverse Effect;

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date pursuant to the terms hereof shall have been performed in all material respects; and

(iii) there shall have been no Material Adverse Effect (as defined in Section 3.1 below) with respect to the Company since the date hereof.

ARTICLE III.  
REPRESENTATIONS AND WARRANTIES

3.1 General.

In this Agreement, any reference to a "Material Adverse Effect" with respect to the Company means any event, change or effect that:

(a) is materially adverse to the financial condition, properties, assets (including intangible assets), liabilities (including contingent liabilities), business, operations or results of operations of the Company and its Subsidiaries, taken as a whole, except to the extent of any event, change or effect resulting from or arising in connection with:

(i) any change in general economic, business, regulatory, market conditions or political conditions, in each case both regional, domestic and international, including changes or disruptions in capital or financial markets;

(ii) natural disasters, acts of God, any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism or civil unrest;

(iii) any change in applicable laws of any governmental entity or interpretations thereof by any governmental entity or in GAAP;

(iv) any change generally affecting the industry in which the Company conducts its business;

(v) the execution, announcement or performance of this Agreement or consummation of the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Company with any of its customers, employees, shareholders, financing sources or vendors as a direct result thereof or in connection therewith;

(vi) any change in the market price or trading volume of the securities of the Company (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred), or any suspension of trading in securities generally on any securities exchange on which the securities of the Company trade;

(vii) the failure of the Company in and of itself to meet any internal or public projections, forecasts or estimates of revenues or earnings (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred);

- (viii) any event, change or effect resulting from declines in the operational or financial performance of the Company that are not materially worse than the trends experienced by the Company in the quarter ended December 31, 2008;
- (ix) any actions taken (or omitted to be taken) at the written request of Purchaser;
- (x) any action taken by the Company that is required pursuant to this Agreement; or
- (xi) any of the matters specifically disclosed in the Disclosure Schedule (as defined below);

provided, however, that with respect to clauses (i) and (iv) such matter does not have a materially disproportionate effect on the Company, relative to comparable entities operating in the Company's business, and references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretative for purposes of determining whether a "Material Adverse Effect" has occurred; or

- (b) would prevent the Company from performing its material obligations under this Agreement in any material respect.

In this Agreement, the words "Aware," "Knowledge" or similar words, expressions or phrases with respect to a party means the actual knowledge of such party's directors.

The Company represents and warrants to Purchaser that the statements contained in this Article III are true and correct, except as set forth in the Disclosure Schedule, if any, delivered by the Company to Purchaser immediately prior to the execution and delivery of this Agreement (the "Disclosure Schedule"). Reference to any section in the Disclosure Schedule in this Article III shall be deemed to be a reference to all other sections in the Disclosure Schedule. Any reference in this Article III to an agreement being "Enforceable" shall be deemed to be qualified to the extent such enforceability is subject to (i) laws of general application relating to bankruptcy, insolvency, moratorium, fraudulent conveyance and the relief of debtors and (ii) the availability of specific performance, injunctive relief and other equitable remedies.

3.2 Representations and Warranties of the Company. Except as set forth in the SEC Reports, which SEC Reports shall qualify any representation or warranty otherwise made herein to the extent of such disclosure, the Company hereby makes the following representations and warranties set forth below to Purchaser:

- (a) Subsidiaries. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each of its direct and indirect subsidiaries (individually, a "Subsidiary") free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.



( b ) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect on the Company, and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

( c ) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and, subject to the approval of its stockholders with respect to the sale by the Company to Purchaser of the Securities as contemplated hereby, to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company subject to the aforementioned stockholder approval and, except for obtaining such stockholder approval, no further action is required by the Company, the Board of Directors or the Company's stockholders in connection therewith other than in connection with the Required Approvals. Each Transaction Document has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) that rights to indemnification and contribution there under may be limited by federal or state securities laws or public policy relating thereto.

( d ) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company, the issuance and sale of the Securities and the consummation by the Company of the other transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected (except as may have been waived) or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as would not have a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than (i) compliance with any applicable requirements of the Exchange Act, (ii) the filings contemplated by Sections 2.3.2 and 2.4 hereof, (iii) obtaining approval of its stockholders with respect to the sale by the Company to Purchaser of the Securities as contemplated hereby, (iv) filings required pursuant to Section 4.1 of this Agreement, (v) application(s) to each applicable Trading Market for the listing of the Securities for trading thereon in the time and manner required thereby and (vi) such filings as are required to be made under applicable state securities laws, FINRA and the Trading Market (collectively, the “Required Approvals”).

( f ) Issuance of the Securities. The Securities are duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company other than any restrictions on transfer provided herein.

(g) Capitalization. The capitalization of the Company is as described in the most recent applicable SEC Reports. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than as described in the SEC Reports, or pursuant to the exercise of employee stock options under the Company’s stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company’s employee stock purchase plans and pursuant to the conversion or exercise of Common Stock Equivalents. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Securities and as described in the SEC Reports, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. Except as disclosed in the SEC Reports, the issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchaser) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are validly issued, fully paid and non-assessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. Except for approval by the Company’s stockholders, no approval or authorization of the Board of Directors or others is required for the issuance and sale of the Securities. Except as described in the SEC Reports, there are no stockholders agreements, voting agreements or other similar agreements with respect to the Company’s capital stock to which the Company is a party.

( h ) SEC Reports; Financial Statements. The Company has complied in all material respects with requirements to file all reports, schedules, forms, statements and other documents required to be filed by the Company under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the year preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the “SEC Reports”) on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and the rules and regulation of the Commission promulgated there under, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (“GAAP”), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

( i ) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports except as disclosed in the SEC Reports, (i) there has been no event, occurrence or development that has had or that would result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company’s financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting except as required by law or GAAP, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company equity compensation plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except with respect to the transactions contemplated by this Agreement or as set forth in the SEC Reports, since the end of the period covered by the last SEC report, no event, liability or development has occurred or exists with respect to the Company or its Subsidiaries or their respective business, properties, operations or financial condition, that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed prior to the date of this Agreement.

( j ) Litigation. Except as disclosed in the SEC Reports, there is no action, suit, or proceeding or, to the knowledge of the Company, investigation, pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an “Action”) in effect as of the date hereof which (i) challenges the legality, validity or enforceability of any of the Transaction Documents or (ii) would, if there were an unfavorable decision, have a Material Adverse Effect. Neither the Company nor any Subsidiary, nor, to the knowledge of the Company, any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. To the knowledge of the Company, there is not pending or contemplated any investigation by the Commission involving the Company or any current or former director or officer of the Company. To the knowledge of the Company, the Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No material labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company which would have a Material Adverse Effect. No executive officer, to the knowledge of the Company, is in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant, and, to the Company's knowledge, the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance would not, individually or in the aggregate, have a Material Adverse Effect.

(l) Compliance. Except as disclosed in the SEC Reports, neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is or has been in violation of any statute, rule or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws applicable to its business and all such laws that affect the environment, except in each case as would not have a Material Adverse Effect.

(m) Regulatory Permits. Except as disclosed in the SEC Reports, the Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits would not have a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings in the last year relating to the revocation or modification of any Material Permit.

(n) Title to Assets. The Company and the Subsidiaries have good title in fee simple to all real property owned by them and good title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for Liens that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance.

( o ) Patents and Trademarks. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or material for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have would have a Material Adverse Effect (collectively, the “Intellectual Property Rights”). Neither the Company nor any Subsidiary has received a notice (written or otherwise) in the last year that any of the Intellectual Property Rights used by the Company or any Subsidiary violates or infringes upon the rights of any Person. To the knowledge of the Company, there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so would not, individually or in the aggregate, have a Material Adverse Effect.

( p ) Insurance. The Company and the Subsidiaries have insurance policies against such losses and risks and in such amounts as management for the Company believes is appropriate for the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage. To the knowledge of the Company, such insurance contracts are accurate and complete.

( q ) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements or any other similar arrangements under any equity plan of the Company.

( r ) Sarbanes-Oxley: Internal Accounting Controls. The Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the Closing Date. The Company and the Subsidiaries maintain a system of internal accounting controls that is designed to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management’s general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company that are designed to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission’s rules and forms. The Company’s certifying officers have evaluated the effectiveness of the Company’s disclosure controls and procedures required under the Exchange Act.

(s) Certain Fees. Except as otherwise provided in the Transaction Documents, no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchasers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due from the Company in connection with the transactions contemplated by the Transaction Documents.

( t ) Investment Company. The Company is not, and immediately after receipt of payment for the Securities, will not be an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

( u ) Registration Rights. Except as disclosed in the SEC Reports, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company, which rights are currently not satisfied.

( v ) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market.

( w ) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchaser ownership of the Securities.

( x ) "Indebtedness" The SEC Reports sets forth as of the dates specified therein all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "Indebtedness" means (a) any liabilities for borrowed money or amounts owed in excess of \$50,000 (other than trade accounts payable incurred in the ordinary course of business) and (b) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

( y ) Tax Status. Except for matters that would not, individually or in the aggregate, have a Material Adverse Effect, the Company and each Subsidiary has filed all necessary federal, state and foreign income and franchise tax returns and has paid or accrued all taxes shown as due thereon, and the Company has no knowledge of a tax deficiency which has been asserted or threatened against the Company or any Subsidiary in the last year.

(z) Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(aa) Except for the representations and warranties of the Company contained in this Section 3.2, neither the Company nor any other Person on behalf of the Company makes any other express or implied representation or warranty with respect to the Company or any of its Affiliates or with respect to any other information provided by the Company or any of its Affiliates.

3.3 Representations and Warranties of the Purchaser. Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows:

(a) Organization; Authority. Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, limited liability company power and authority to enter into and to consummate the transactions contemplated by this Agreement and the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents and performance by Purchaser of the transactions contemplated by this Agreement and the other Transaction Documents have been duly authorized by all necessary limited liability company or similar action on the part of Purchaser. Each Transaction Document to which it is a party has been duly executed by Purchaser, and when delivered by Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of Purchaser, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Own Account. Purchaser is acquiring the Shares (including the Securities) contemplated by this Agreement as principal for its own account and not with a view to or for distributing or reselling such Shares or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Shares in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Shares (this representation and warranty not limiting Purchaser's right to sell the Shares otherwise in compliance with applicable federal and state securities laws) in violation of the Securities Act or any applicable state securities law.

( c ) Purchaser's Funds. Purchaser has available all the funds necessary to consummate the Offer and the purchase of the Securities contemplated hereby, and to make all other necessary payments of fees and expenses required to be paid by Purchaser relating to such transactions, and Purchaser (i) has deposited the Purchase Escrow Amount with the Escrow Agent on the date hereof, and (ii) shall have provided written evidence satisfactory to the Company of the availability of the aggregate maximum amount of the consideration needed to consummate the Offer totaling \$1,500,00 no later than three (3) days prior to the Closing Date.

( d ) Purchaser Status. At the time Purchaser was offered the Securities, it was, and at the date hereof it is an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act. Purchaser is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

( e ) Certain Fees. Except for fees payable by Purchaser to MC Capital Funding Group and except as otherwise provided in the Transaction Documents, no brokerage or finder's fees or commissions are or will be payable by the Purchaser to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by the Transaction Documents. Otherwise, Purchaser shall have no obligation with respect to any such fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this Section.

( f ) Experience of Purchaser. Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares to be acquired hereunder, and has so evaluated the merits and risks of such investment. Purchaser acknowledges that an investment in such Shares involves a high degree of risk and that Purchaser is able to bear the economic risk of an investment in such Shares and, at the present time, is able to afford a complete loss of such investment.

( g ) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) would, if there were an unfavorable decision, have a Material Adverse Effect. There has not been, and to the knowledge of the Purchaser, there is not pending or contemplated, any investigation by the Commission involving the Purchaser or any current or former member or officer of the Purchaser.

( h ) Filings, Consents and Approvals. The Purchaser is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Purchaser of the Transaction Documents, other than filings required pursuant to Section 2.3 of this Agreement.



( i ) Short Sales and Confidentiality Prior To The Date Hereof. Other than consummating the transactions contemplated hereunder, Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with Purchaser, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing from the time that Purchaser and its Affiliates first submitted a term sheet (written or oral) to the Company setting forth the material terms of the transactions contemplated hereunder. Neither Purchaser nor any of its Affiliates owns, directly or indirectly, beneficially or of record, any Shares, and none of Purchaser or any of its Affiliates holds any rights to acquire Shares except pursuant to this Agreement. Other than to other Persons party to this Agreement, Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). The Purchaser acknowledges that it has read the SEC Reports. The Purchaser has not received any written documents that would constitute an offer to sell, or the solicitation of an offer to buy the Securities or that would constitute a prospectus under the Securities Act.

(j) Interim Operations of Purchaser. Purchaser was formed solely for the purpose of engaging in the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated by this Agreement.

( k ) Disclosure. None of the information supplied or to be supplied by Purchaser for inclusion in the Schedule 14D-9 or the Offer Documents or the Company Proxy Statement, including any amendment or supplement to the Schedule 14D-9 or the Offer Documents or the Company Proxy Statement, will, at the respective times such documents are filed, contain any untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements made therein in light of the circumstances under which they are made not misleading.

#### ARTICLE IV. OTHER AGREEMENTS OF THE PARTIES

4 . 1 Securities Laws Disclosure: Publicity. The Company shall (a) by 9:30 a.m. (New York City time) on the Business Day immediately following the date hereof, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) within the time period prescribed by the Exchange Act, file a Current Report on Form 8-K disclosing the material terms of the transactions contemplated hereby and including this Agreement as an exhibit thereto. The Company shall provide the Purchaser a reasonable opportunity to review and comment upon the press release and the Current Report on Form 8-K to be filed by the Company in accordance with the Exchange Act prior to the release or filing thereof. The Company and Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor Purchaser shall issue any such press release or otherwise make any such public statement without the prior consent of the Company, with respect to any press release of the Purchaser, or without the prior consent of Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law or the rules of any listing agreement with any securities exchange, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication..

4.2 Additional Agreements; Cooperation.

(a) Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, and to cooperate with each other in connection with the foregoing, including using its best efforts (i) to obtain all necessary waivers, consents and approvals from other parties to loan agreements, material leases and other material contracts, (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, state or foreign law or regulations, (iii) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby, (iv) to lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby, (v) to effect all necessary registrations and filings, including, but not limited to, submissions of information requested by governmental authorities, (vi) to provide all necessary information for the Company Proxy Statement and (vii) to fulfill all conditions to this Agreement.

(b) Each of the parties hereto agrees to furnish to the other party hereto such necessary information and reasonable assistance as such other party may request in connection with its preparation of necessary filings or submissions to any regulatory or governmental agency or authority, including, without limitation, any filing necessary under any applicable Federal or state statute. At any time upon the written request of Purchaser, the Company shall advise Purchaser of the number of Shares outstanding.

#### 4.3 No Solicitation.

(a) Neither the Company nor any of its affiliates will, directly or indirectly, through any directors, officers, employees, agents, representatives or otherwise, solicit, initiate, facilitate or encourage (including by way of furnishing or disclosing non-public information) any inquiries or the making of any proposal with respect to any merger, consolidation or other business combination involving the Company or its Subsidiaries or the acquisition of all or any significant assets or capital stock of the Company and its Subsidiaries taken as a whole ("Acquisition Proposal") or negotiate, explore or otherwise engage in discussions with any person (other than Purchaser and its representatives) with respect to any Acquisition Proposal or enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate the transactions contemplated hereby.

(b) Notwithstanding the provisions of Section 4.3(a) hereof, in the event that prior to the consummation of the transactions contemplated by this Agreement, the Board of Directors determines in good faith, after consultation with outside counsel, that it is necessary to respond to an Unsolicited Superior Proposal (as defined below) or an Acquisition Proposal that it reasonably believes could lead to an Unsolicited Superior Proposal in order to comply with its fiduciary duties to the Company's stockholders under applicable law, (i) the Company may directly or indirectly through any directors, officers, employees, agents, representatives or otherwise (x) participate in discussions or negotiations with the Person making such proposal and (y) provide to such Person non-public information and access to properties, books, records and personnel of the Company, subject to entering into, and providing the Purchaser with a copy of, a confidentiality agreement entered into with such Person in such form as is reasonably acceptable to the Company, and (ii) the Board of Directors may (x) withdraw or modify its approval or recommendation of this Agreement or (y) approve or recommend an Unsolicited Superior Proposal or terminate this Agreement (and concurrently with or after such termination, if it so chooses, cause the Company to enter into any agreement with respect to any Unsolicited Superior Proposal), but in each of the cases set forth in this clause (ii)(y), no action shall be taken by the Company pursuant to clause (ii)(y) until a time that is after the fifth (5th) business day following Purchaser's receipt of written notice advising Purchaser that the Board of Directors has received an Unsolicited Superior Proposal, specifying the material terms and conditions of such Unsolicited Superior Proposal and identifying the person making such Unsolicited Superior Proposal, to the extent such identification of the person making such proposal does not breach the fiduciary duties of the Board of Directors as advised by outside legal counsel. For purposes of this Agreement, an "Unsolicited Superior Proposal" means any bona fide, unsolicited, written proposal made by a third party to acquire, directly or indirectly, for consideration consisting of cash and/or securities, more than 50% of the voting power of the shares of Company Common Stock then outstanding or all or substantially all the assets of the Company and otherwise on terms that the Board of the Company determines in its good faith judgment (after consultation with its financial advisor) to be more favorable to the Company's stockholders than the transactions contemplated by this Agreement.

(c) In addition to the obligations of the Company set forth in paragraphs (a) and (b) of this Section 4.3, the Company shall immediately advise Purchaser orally and in writing of any request for non-public information from any Person in connection with making an Acquisition Proposal or of any Acquisition Proposal, the material terms and conditions of such request or Acquisition Proposal, and to the extent such disclosure is not a breach of the fiduciary duties of the Board of Directors as advised by outside legal counsel, the identity of the person making such request or Acquisition Proposal.

(d) Nothing contained in this Section 4.3 shall prohibit the Company from taking and disclosing to its stockholders a position contemplated by Rule 14e-2(a) promulgated under the Exchange Act, or from making any disclosure to the Company's stockholders if, in the good faith judgment of the Board of Directors, after consultation with outside counsel, failure to disclose would be inconsistent with its fiduciary duties to the Company's stockholders under applicable law; provided, however, that neither the Company nor the Board of Directors nor any committee thereof shall, except as permitted by Section 4.3(b), withdraw or modify, or propose publicly to withdraw or modify, its position with respect to this Agreement or approve or recommend, or propose publicly to approve or recommend, a Acquisition Proposal.

#### 4.4 Access to Information.

(a) From the date of this Agreement until the Closing Date, the Company will give Purchaser and its authorized representatives (including counsel, environmental and other consultants, accountants and auditors) full access during normal business hours to all facilities, personnel and operations and to all books, records, documents, contracts, and financial statements of it and its Subsidiaries, provided such access does not unreasonably disrupt the Company's operations, and will cause its officers and those of its Subsidiaries to furnish Purchaser with such financial and operating data and other information regularly prepared by the Company with respect to its business and properties as Purchaser may from time to time reasonably request.

(b) Purchaser acknowledges that information received by it or them concerning the Company and its operations is subject to the Confidentiality Agreement dated February 11, 2009 between Purchaser and the Company ("Confidentiality Agreement"), which remains in full force and effect. Without limiting the foregoing, Purchaser will not, and will cause its Affiliates and representatives not to, use any information obtained pursuant to Section 4.4(a) for any purpose unrelated to the consummation of the transactions contemplated by this Agreement.

4.5 Notification of Certain Matters. The Company or Purchaser, as the case may be, shall promptly notify the other of (i) its obtaining of actual knowledge as to the occurrence, or failure to occur, of any event, which occurrence or failure to occur would be likely to cause or result in the failure of a condition to Closing specified in Section 2.5 hereof; provided, however, that no such notification shall affect the representations or warranties of the parties or the conditions to the obligations of the parties hereunder.

4.6 Resignation and Appointment of Certain Directors and Officers. At or prior to the Closing Date, (a) the Company shall deliver to Purchaser the resignations of (i) Sheldon Brotzman, Edward Hunter, Thomas Kosnik and Kent Yauch from their positions as directors of the Company, and (ii) Herbert F. Imhoff, Jr. from his officer positions as Chief Executive Officer of the Company and Chairman of the Board (such resignation shall not, however, include Mr. Imhoff's resignation as a member of the Board), with such resignations, in the case of each of clauses (i) and (ii), to be effective as of the Closing, and (b) the Company shall cause (i) each of Stephen Pence, Charles (Chuck) W.B. Wardell III and Jerry Lancaster to be appointed to the Board, and (ii) Ronald E. Heineman to be appointed as Chief Executive Officer of the Company and Stephen Pence to be appointed as Chairman of the Board, with such appointments, in the case of each of clauses (i) and (ii), to be effective as of the Closing and immediately after the resignations described in the foregoing clause (a).

4.7 Directors' and Officers' Insurance.

(a) Purchaser shall cause to be maintained in effect for not less than six (6) years from the Closing Date the current policies of the directors' and officers' liability insurance maintained by the Company (provided that Purchaser may substitute therefore policies of at least the same coverage containing terms and conditions which are no less advantageous) with respect to matters occurring on or prior to the Closing Date; provided, that in no event shall Purchaser or the Company be required to expend annually more than 150% of the amount that the Company spent for these purposes in the last fiscal year to maintain or procure insurance coverage pursuant hereto.

(b) From and after the Closing Date, Purchaser shall cause the Company to indemnify and hold harmless each person who is now, at any time has been or who becomes prior to the Closing Date a director or officer of Company or any of its Subsidiaries, and their heirs and personal representatives (the "Indemnified Parties"), against any and all expenses incurred in connection with any claim, suit, investigation or proceeding arising out of or pertaining to any action or omission occurring on or prior to the Closing Date (including, without limitation, any claim, suit, investigation or proceeding which arises out of or relates to the transactions contemplated by this Agreement), and shall promptly pay to each Indemnified Party expenses incurred by each Indemnified Party in connection with and in advance of the final disposition of any such claim, suit, investigation or proceeding, in each case, to the full extent permitted by law.

(c) The certificate of incorporation and by-laws of the Company shall contain the provisions with respect to indemnification set forth in the certificate of incorporation and by-laws of Company as of the Closing, which provisions shall not be amended, repealed or otherwise modified after the Closing in any manner that would adversely affect the rights thereunder of the Indemnified Parties in respect of actions or omissions occurring at or prior to the Closing (including, without limitation, the transactions contemplated by this Agreement).

(d) The provisions of this Section 4.7 are intended to be for the benefit of, and shall be enforceable by, each of the Indemnified Parties, his or her heirs and his or her personal representatives.

4 . 8 Fees and Expenses. Except as otherwise provided in Section 6.2, whether or not the transactions contemplated by this Agreement are consummated, the Company and Purchaser shall bear their respective expenses incurred in connection with this Agreement, including, without limitation, the preparation, execution and performance of this Agreement and the transactions contemplated hereby, and all fees and expenses of investment bankers, finders, brokers, agents, representatives, counsel and accountants.

4 . 9 Stockholder Litigation. Each of the Company and Purchaser shall give the other the reasonable opportunity to participate in the defense of any stockholder litigation against or in the name of the Company or Purchaser, as applicable, and/or their respective directors relating to the transactions contemplated by this Agreement.

4 . 10 Stockholder Rights Plan. Prior to the earlier of the Closing and the termination of this Agreement, no claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that the Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents or under any other agreement between the Company and the Purchasers.

4 . 1 1 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue Securities pursuant to this Agreement.

4 . 1 2 Purchase or Sales After The Date Hereof. Purchaser covenants that neither it nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any purchase or sale of the Company's Common Stock during the period commencing on the date hereof and ending at the Closing Date.

4 . 1 3 Restricted Transactions. For a period of three years after the Closing Date, neither the Company nor any of its Subsidiaries shall, and Purchaser shall not cause or permit the Company or any of its Subsidiaries to: (a) declare, set aside or pay any cash dividend in respect of its capital stock or purchase, redeem or otherwise acquire any shares of its own capital stock or any of its Subsidiaries, or (b) enter into any management agreement, advisory agreement, consulting agreement or similar agreement with, or pay any fees to, Purchaser or any of its Affiliates, including River Falls Financial Services, Inc. or any of its Affiliates.

ARTICLE V.  
CONDUCT OF BUSINESS OF PURCHASER AND  
THE COMPANY PENDING THE CLOSING DATE

5.1 Conduct of Business of the Company Pending the Closing Date.

(a) Except as contemplated by this Agreement, or as expressly agreed to in writing by Purchaser, during the period from the date of this Agreement until the Closing Date, each of the Company and its Subsidiaries will conduct their respective operations according to its ordinary course of business consistent with past practice, and will use all commercially reasonable efforts to preserve intact its business organization, to keep available the services of its officers and employees and to maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with it and will take no action which would materially adversely affect the ability of the parties to consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, prior to the Closing Date, the Company will not nor will it permit any of its Subsidiaries to, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld:

(i) amend its certificate of incorporation or bylaws or other organizational documents, except that the Company shall be allowed to amend its bylaws to eliminate the provision therein that limits the number of vacancies on the Board that can be filled by the Board;

(ii) authorize for issuance, issue, sell, deliver, grant any options for, or otherwise agree or commit to issue, sell or deliver any shares of any class of its capital stock or any securities convertible into shares of any class of its capital stock, except pursuant to and in accordance with the terms of currently outstanding options and except for the issuance of Securities contemplated hereby;

(iii) split, combine or reclassify any shares of its capital stock, declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of its capital stock or purchase, redeem or otherwise acquire any shares of its own capital stock or of any of its Subsidiaries, except as otherwise expressly provided in this Agreement;

(iv) (i) create, incur, assume, maintain or permit to exist any debt for borrowed money other than under existing lines of credit in the ordinary course of business consistent with past practice; (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person except for its wholly owned subsidiaries, in the ordinary course of business and consistent with past practices; or (iii) make any loans, advances or capital contributions to, or investments in, any other person in an aggregate amount exceeding \$50,000;

(v) (i) increase in any manner the compensation of any employee, director or officer except in the ordinary course of business consistent with past practice or except as required under currently existing agreements, plans or arrangements; (ii) pay or agree to pay any pension, retirement allowance or other employee benefit not required, or enter into or agree to enter into any agreement or arrangement with such director or officer or employee, whether past or present, relating to any such pension, retirement allowance or other employee benefit, except as required under currently existing agreements, plans or arrangements; (iii) grant any severance or termination pay to, or enter into any employment or severance agreement with any employee, officer or director except consistent with commercially acceptable standards or except as required under currently existing agreements, plans or arrangements; or (iv) except as may be required to comply with applicable law, become obligated (other than pursuant to any new or renewed collective bargaining agreement) under any new pension plan, welfare plan, multiemployer plan, employee benefit plan, benefit arrangement, or similar plan or arrangement, which was not in existence on the date hereof, including any bonus, incentive, deferred compensation, stock purchase, stock option, stock appreciation right, group insurance, severance pay, retirement or other benefit plan, agreement or arrangement, or employment or consulting agreement with or for the benefit of any person, or amend any of such plans or any of such agreements in existence on the date hereof; provided, however, that this clause (iv) shall not prohibit the Company from renewing any such plan, agreement or arrangement already in existence on terms no more favorable to the parties to such plan, agreement or arrangement;

(vi) except as otherwise expressly contemplated by this Agreement, enter into any material agreements, commitments or contracts, except for (i) agreements, commitments or contracts for the purchase, sale or lease of goods or services involving payments or receipts by the Company or its Subsidiaries not in excess of \$50,000 individually, or (ii) agreements, commitments or contracts (or amendments thereof) otherwise entered into in the ordinary course of the Company's current business;

(vii) except as otherwise expressly contemplated by this Agreement, authorize, recommend, propose or announce an intention to authorize, recommend or propose, or enter into any agreement in principle or an agreement with respect to, any plan of liquidation or dissolution, any acquisition of a material amount of assets or securities, any sale, transfer, lease, license, pledge, mortgage, or other disposition or encumbrance of a material amount of assets or securities or any material change in its capitalization;

(viii) authorize or commit to make capital expenditures in excess of \$50,000;

(ix) make any change in the accounting methods or accounting practices followed by the Company, except as required by GAAP;

(x) settle any action, suit, claim, investigation or proceeding (legal, administrative or arbitral) in excess of \$50,000 without the consent of Purchaser;

(xi) make any election under the Internal Revenue Code which would have a Material Adverse Effect; or

(xii) agree to do any of the foregoing.

5.2 Conduct of Business of Purchaser Pending the Closing Date. Except as contemplated by this Agreement or as expressly agreed to in writing by the Company, during the period from the date of this Agreement to the Closing Date on which the transactions contemplated herein are consummated, Purchaser will use all commercially reasonable efforts to keep substantially intact its business, properties and business relationships and will take no action which would materially adversely affect the ability of the parties to consummate the transactions contemplated by this Agreement.

ARTICLE VI.

MISCELLANEOUS

6.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Closing, whether before or after approval by the stockholders of the Company of the issuance of Securities to Purchaser contemplated hereby:

(a) by mutual written consent of Purchaser and the Company;

(b) by either Purchaser or the Company:

(i) if, upon a vote at the Stockholders Meeting, or any adjournment thereof, the approval of the issuance of Securities to Purchaser as contemplated by this Agreement by the stockholders of Company required by the Illinois Business Act or by the applicable rules of the Trading Market shall not have been obtained;

(ii) if, without any material breach by the terminating party of its obligations under this Agreement, the issuance of Securities to Purchaser contemplated hereby and the Offer shall not have been consummated on or before the ninety-fifth (95th) day from the date of this Agreement (the "Termination Trigger Date"); provided, however, that if the Closing has not occurred on or prior to such 95<sup>th</sup> day, and if the SEC has elected to review and/or comment upon any of the Schedule TO, any other Offer Document, the Schedule 14D-9 or the Company Proxy Statement, then the Termination Trigger Date shall be extended until the close of business on the 50<sup>th</sup> day after the last date on which the SEC completes its review of and has no further comments to the Schedule TO, any other Offer Document, the Schedule 14D-9 and the Company Proxy Statement; or

(iii) if any Governmental Entity shall have enacted, entered, promulgated or enforced a final and non-appealable order, decree or injunction which prohibits the consummation of the transactions contemplated hereby (provided that the party seeking to rely upon this condition has fully complied with and performed its obligations pursuant to Section 4.2(a) hereof), or permanently enjoins the acceptance for payment of, or payment for, Shares pursuant to the Offer or Securities pursuant to the proposed sale and purchase of Securities contemplated hereby;

(c) by the Company if (i) Purchaser shall have failed to commence the Offer within ten (10) Business Days following the date hereof, or (ii) any change to the Offer is made in contravention of the provisions of Article II;

(d) by the Company, if Purchaser shall materially breach any of its representations, warranties or obligations hereunder which breach cannot be or has not been cured within 30 days after the giving of written notice to Purchaser, but only if such breach, individually or together with all other such breaches, is reasonably likely to materially and adversely affect Purchaser's ability to consummate the Offer or the purchaser of Securities to be sold to Purchaser hereunder; provided, however, that no cure period shall be applicable under any circumstances with respect to the matter set forth in Section 6.1(b)(i); or

(e) by either Purchaser or the Company if the Company enters into a definitive agreement to effect a Superior Proposal.



( a ) Agreement Void. In the event of the termination and abandonment of this Agreement pursuant to Section 6.1, the terminating party shall provide written notice of such termination to the other party (which notice shall specify the applicable provision of Section 6.1 under which such termination is being effected), this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its Affiliates, directors, officers or stockholders and all rights and obligations of any party hereto shall cease except for agreements contained in Sections 6.4, 6.5, 6.7, 6.8, 6.9, 6.11, 6.13, 6.14, 6.16, 6.17, 6.18 and this Section 6.2, provided, however, that nothing contained in this Section shall relieve any party from liability for fraud or any intentional breach of this Agreement prior to such termination.

(b) Termination Fee.

(i) If this Agreement is terminated pursuant to Section 6.1(e), then the Company shall (provided that Purchaser is not then in material breach of its obligations under this Agreement) (A) pay to Purchaser promptly and in any event within two Business Days of such termination \$175,000 in cash and (B) reimburse Purchaser promptly and in any event within seven Business Days of such termination for any of Purchaser's documented out-of-pocket expenses (including without limitation fees and expenses of outside professionals) incurred in connection with the transactions contemplated hereby up to an aggregate reimbursement amount pursuant to this clause (B) of \$150,000, in each case, by wire transfer of immediately available funds to an account specified by Purchaser. The rights of Purchaser to receive the payments contemplated by this Section 6.2(b)(i) shall be in lieu of any damages remedy or other claim by Purchaser in respect of the transactions contemplated hereby.

(ii) If this Agreement is terminated pursuant to Section 6.1(c) or Section 6.1(d), then Purchaser shall (provided that the Company is not then in material breach of its obligations under this Agreement) (A) pay to the Company promptly and in any event within two Business Days of such termination \$175,000 in cash and (B) reimburse the Company promptly and in any event within seven Business Days of such termination for any of the Company's documented out-of-pocket expenses (including without limitation fees and expenses of outside professionals) incurred in connection with the transactions contemplated hereby up to an aggregate reimbursement amount pursuant to this clause (B) of \$150,000, in each case, by wire transfer of immediately available funds to an account specified by the Company. The rights of the Company to receive the payments contemplated by this Section 6.2(b)(ii) shall be in lieu of any damages remedy or other claim by the Company in respect of the transactions contemplated hereby.

6.3 Non-Survival of Representations and Warranties; Covenants. None of the representations or warranties contained in this Agreement or the covenants to be performed prior to the Closing shall survive the Closing, and thereafter there shall be no liability on the part of any party hereto or any of their respective officers, directors or stockholders in respect thereof. The covenants and agreements contained herein to be performed or complied with at or after the Closing shall survive the execution and delivery of this Agreement, the Closing and the consummation of the transactions contemplated hereby.

6.4 Transfer Agent Fees. The Company shall pay all Transfer Agent fees, stamp taxes and other similar taxes and duties levied in connection with the delivery of any Securities to the Purchaser.

6.5 Entire Agreement. This Agreement, together with the other Transaction Documents, and the exhibits and schedules hereto and thereto, and the Confidentiality Agreement, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

6.6 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the 2<sup>nd</sup> Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

6.7 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought; provided, however, that after stockholder approval at the Stockholders Meeting of the issuance of Securities contemplated hereby, no amendment shall be made which by law requires further approval by stockholders of the Company without obtaining such approval. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

6.8 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

6.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.

6.10 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Sections 4.7, 4.13 and 4.14.

6 . 1 1 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of Chicago. Each party hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

6 . 1 2 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

6.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

6.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

6.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchaser and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agrees to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

6.16 Liquidated Damages. The Company's or Purchaser's, as the case may be, obligations to pay any partial liquidated damages pursuant to Section 6.2 (if applicable) or other amounts owing under this Agreement or the other Transaction Documents is a continuing obligation of such party and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled.

6.17 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

6.18 Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise this Agreement and the other Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments hereto or thereto.

6.19 Waiver of Jury Trial. In any action, suit or proceeding in any jurisdiction brought by any party against any other party, the parties each knowingly and intentionally, to the greatest extent permitted by applicable law, hereby absolutely, unconditionally, irrevocably and expressly waives forever trial by jury.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase and Tender Offer Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**GENERAL EMPLOYMENT ENTERPRISES, INC.**

By: \_\_\_\_\_

Name:

Title:

One Tower Lane  
Suite 2200  
Oakbrook Terrace, Illinois 60181  
Attention: Chief Executive Officer  
Fax: (630) 954-0595

With a copy to (which shall not constitute notice):

Schiff Hardin LLP  
6600 Sears Tower  
Chicago, Illinois 60606  
Attention: Steve E. Isaacs, Esq.  
Fax: (312) 258-5600

**PSQ, LLC**

By: \_\_\_\_\_

Name:

Title:

11921 Brinley Avenue  
Louisville, Kentucky 40243  
Attention: Ronald E. Heineman

With a copy to (which shall not constitute notice):

Law Office of Gregory Bartko, LLC  
Professional Limited Liability Company  
3475 Lenox Road, Suite 400  
Atlanta, Georgia 30326  
Attention: Gregory Bartko, Esq.  
Fax: 866-342-4092



**LETTER OF TRANSMITTAL**

**To Tender Shares of Common Stock  
No Par Value  
of  
GENERAL EMPLOYMENT ENTERPRISES, INC.  
Pursuant to the Offer to Purchase, Dated April 15, 2009  
by  
PSQ, LLC  
A Kentucky limited liability company**

**THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME,  
ON JUNE 30, 2009, UNLESS EXTENDED.**

*The Depositary for the Offer is:*

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

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<i>By First Class Mail:</i>	<i>By Certified or Express Delivery:</i>	<i>By Hand:</i>
Continental Stock Transfer & Trust Company 17 Battery Place, 8 <sup>th</sup> Floor New York, NY 10004	Continental Stock Transfer & Trust Company 17 Battery Place, 8 <sup>th</sup> Floor New York, NY 10004	Continental Stock Transfer & Trust Company 17 Battery Place, 8 <sup>th</sup> Floor New York, NY 10004

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**Delivery of this Letter of Transmittal to an address, or transmission via facsimile, other than as set forth above will not constitute a valid delivery. You must:**

- **sign this Letter of Transmittal in the appropriate space (page 6); and**
- **Complete the Substitute Form W-9 (page 11).**

**Please read the instructions, beginning on page 7, carefully before completing this Letter of Transmittal.**

**DESCRIPTION OF SHARES TENDERED**

<b>Name(s) and Address(es) of Holder(s) (Please Fill in, if Blank, Exactly as Name(s) Appear(s) on Share Certificate(s))</b>	<b>Share Certificate Number(s)*</b>	<b>Share Certificate(s) and Share(s) Tendered (Attach additional list if necessary)</b>	
		<b>Total Number of Shares Evidenced by Share Certificate(s)*</b>	<b>Number of Shares Tendered**</b>

**TOTAL SHARES TENDERED:**

\* Need not be completed by stockholders delivering shares by book-entry transfer.

\*\* Unless otherwise indicated, all shares represented by share Certificates delivered to the Depositary will be deemed to have been tendered. See Instruction 4.

Check here if Certificate(s) have been lost, destroyed or mutilated. See instruction 11. Number of shares represented by lost, destroyed or mutilated Certificates.



Check here and complete the following if tendered shares are being delivered by book-entry transfer to the Depository's account at DTC:

Please complete the following:

Name of Tendering Institution

Account Number

Transaction Code Number

Check here and complete the following if tendered shares are being tendered pursuant to a Notice of Guaranteed Delivery previously sent to the Depository:

Name(s) of Registered holder(s)

Window Ticket Number (if any)

Date of Execution of Notice of Guaranteed Delivery

Name of Institution that Guaranteed Delivery

If delivery is by book-entry transfer, check box:

Account Number

Transaction Code Number

This Letter of Transmittal is to be used by stockholders of General Employment Enterprises, Inc. ("GEE") who hold certificates ("Certificates") representing their shares of common stock, no par value per share (the "Shares"), or who are delivering their shares by book-entry transfer and do not utilize an Agent's Message (as defined in Instruction 2 on page 7).

Book-entry transfers are to be made to an account maintained by the Continental Stock Transfer & Trust Co. (the "Depository"), at The Depository Trust Company ("DTC") pursuant to the procedures described under "The Tender Offer — Section 3 — Procedures for Tendering Shares" in the Offer to Purchase, dated April 15, 2009 (the "Offer to Purchase"). **Delivery of documents to DTC does not constitute delivery to the Depository.**

Stockholders whose Certificates evidencing Shares are not immediately available or who cannot deliver their Certificates and all other documents required hereby to the Depository prior to the Expiration Date (as defined under "The Tender Offer — Section 1 — Terms of the Offer; Expiration Date" in the Offer to Purchase) or who cannot complete the procedure for delivery by book-entry transfer on a timely basis and who wish to tender their Shares must do so pursuant to the guaranteed delivery procedure described under "The Tender Offer — Section 3 — Procedures for Tendering Shares" in the Offer to Purchase. See Instruction 2.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW**  
**PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

The undersigned hereby tenders to PSQ, LLC, a Kentucky limited liability company ("PSQ"), the above described shares of common stock, no par value per share, of General Employment Enterprises, Inc., an Illinois corporation ("GEE"), at a purchase price of \$.60 per Share (the "Shares"), net to the seller in cash without interest (such amount, or any greater amount per Share paid pursuant to the Offer, being referred to as the "Offer Price"), upon the terms and subject to the conditions set forth in this Letter of Transmittal (as amended or supplemented from time to time) and in the Offer to Purchase (which together constitute the "Offer"), receipt of which is hereby acknowledged. The undersigned understands, subject to the approval of GEE, that PSQ reserves the right to transfer or assign, in whole, or from time to time in part, to one or more of its affiliates, all or any portion of the issued and outstanding Shares tendered pursuant to the Offer or the right to purchase all or any portion of the issued and outstanding Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve PSQ of its obligations under the Offer and will in no way prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

Subject to, and effective upon, acceptance for payment of the tendered Shares herewith, in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, PSQ all right, title and interest in, to and under all of the Shares that are being tendered hereby (and any and all non-cash dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the Expiration Date (collectively, "Distributions")) and irrevocably appoints the Depository the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to:

- (i) deliver Certificates evidencing such Shares (and any and all Distributions), or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by DTC, together, in either case, with all accompanying evidences of transfer and authenticity, to or upon the order of PSQ upon receipt by the Depository, as the undersigned's agent, of the Offer Price;
- (ii) present such Shares (and any and all Distributions) for transfer on the books of GEE; and
- (ii) Receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms of the Offer.

By executing this Letter of Transmittal, the undersigned hereby irrevocably appoints PSQ, its officers and designees, and each of them, as the attorneys-in-fact and proxies of the undersigned, each with full power of substitution and re-substitution, to vote in such manner as each such attorney-in-fact and proxy or his substitute shall, in his sole discretion, deem proper and to otherwise act (by written consent or otherwise) with respect to all of the Shares (and any and all Distributions) tendered hereby which have been accepted for payment by PSQ prior to the time of such vote or other action and all Shares and other securities issued in Distributions in respect of such Shares, which the undersigned is entitled to vote at any meeting of stockholders of GEE (whether annual or special and whether or not an adjourned or postponed meeting) or consent in lieu of any such meeting or otherwise. This proxy and power of attorney is coupled with an interest in the Shares (and any and all Distributions) tendered hereby, is irrevocable, is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by PSQ in accordance with other terms of the Offer. Such acceptance for payment shall, without further action, revoke all other powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent power of attorney or proxy shall be given or written consent executed (and if given or executed shall not be effective) by the undersigned with respect thereto. The undersigned understands and acknowledges that, in order for Shares to be deemed validly tendered, immediately upon PSQ's acceptance of such Shares for payment, PSQ or PSQ's designees must be able to exercise full voting and other rights with respect to such Shares (and any and all Distributions), including, without limitation, voting at any meeting of GEE's stockholders then scheduled.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby and all Distributions, that the undersigned owns the Shares (and all Distributions) tendered hereby within the meaning of Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that the tender of the tendered Shares (and all Distributions) complies with Rule 14e-4 under the Exchange Act, and that when the tendered Shares are accepted for payment by PSQ will acquire good, marketable and unencumbered title to the Shares and to all Distributions, free and clear of all liens, restriction, charges and encumbrances and the same will not be subject to any adverse claims.

The undersigned, upon request, will execute and deliver all additional documents deemed by the Depositary or PSQ to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby and all Distributions. In addition, the undersigned will remit and transfer promptly to the Depositary for the account of PSQ all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and pending remittance and transfer or appropriate assurance thereof, PSQ will be entitled to all rights and privileges as owner of each Distribution and may withhold the entire Offer Price of the Shares tendered hereby, or deduct from the Offer Price, the amount or value of the Distribution as determined by PSQ in its sole discretion.

All authority conferred or agreed to be conferred in this Letter of Transmittal will survive the death or incapacity of the undersigned. All obligations of the undersigned hereunder will be binding upon the heirs, executors, administrators, and personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable. See “The Tender Offer — Section 4 — Withdrawal Rights” in the Offer to Purchase.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in the Offer to Purchase under “The Tender Offer — Section 3 — Procedures for Tendering Shares” and in the instructions hereto will constitute the undersigned’s acceptance of the terms and conditions of the Offer (and if the Offer is extended or amended, the terms or conditions of any such extension or amendment). PSQ’s acceptance of the undersigned’s Shares for payment will constitute a binding agreement between the undersigned and PSQ upon the terms and subject to the conditions of the Offer. The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, PSQ may not be required to accept for payment any of the Shares tendered hereby.

Unless otherwise indicated in the box entitled “Special Payment Instructions,” the check for the Offer Price of all Shares purchased shall be issued in, and/or any Certificates evidencing Shares not tendered or accepted for payment shall be returned to, the name(s) of the registered holder(s) appearing above under “Description of Shares Tendered.” Similarly, unless otherwise indicated in the box entitled “Special Delivery Instructions,” the check for the Offer Price of all Shares purchased and/or all Certificates evidencing Shares not tendered or not accepted for payment (and any accompanying documents, as appropriate) shall be mailed to the address(es) of the registered holder(s) appearing above under “Description of Shares Tendered.” In the event that either of, or both of, the boxes entitled “Special Payment Instructions” and “Special Delivery Instructions” are completed, as applicable, the check for the Offer Price of all Shares purchased shall be issued, and/or all Certificates evidencing Shares not tendered or not accepted for payment (and any accompanying documents, as appropriate) shall be returned, in the name(s) of, and such check and return Certificates (and any accompanying documents, as appropriate) shall be mailed to, the person(s) so indicated. Unless otherwise indicated in the box entitled “Special Payment Instructions,” any Shares tendered hereby and delivered by book-entry transfer that are not accepted for payment shall be credited to the account at DTC.

The undersigned recognizes that PSQ has no obligation, pursuant to the “Special Payment Instructions,” to transfer any Shares from the name of the registered holder(s) thereof if PSQ does not purchase any of the Shares tendered.

**SPECIAL PAYMENT INSTRUCTIONS**

(See Instructions 1, 5, 6 and 7)

To be completed **ONLY** if the check for the Offer Price of Shares (less the amount of any federal income and backup withholding tax required to be withheld) accepted for payment is to be issued in the name of someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal or if Shares tendered and delivered by book-entry transfer that are not purchased are to be returned by credit to an account maintained at DTC other than the account designated above.

Issue:  Payment  Certificate(s) to: **(check as applicable)**

pe or Print)

Name:

(Please Type or Print)

Address:

(Include Zip Code)

(Taxpayer Identification or Social Security Number)

(Such person(s) must properly complete the Substitute Form W-9 herein, a Form W-8BEN, a Form W-8ECI or a Form W-8IMY, as applicable)

Credit Shares delivered by book-entry transfer and not purchased to the DTC account set forth below

(DTC Account Number)

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**SPECIAL DELIVERY INSTRUCTIONS**

(See Instructions 1, 5, 6 and 7)

To be completed **ONLY** if the check for the Offer Price of Shares purchased (less the amount of any federal income and backup withholding tax required to be withheld) or Certificate(s) evidencing Shares not tendered or not purchased is to be sent to someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal or to such person or persons at an address different from that under your signature.

Send:  Payment  Certificate(s) to: **(check as applicable)**

(Include Zip Code)

(Taxpayer Identification or Social Security Number)

(Such person(s) must properly complete the Substitute Form W-9 herein, a Form W-8BEN, a Form W-8ECI or a Form W-8IMY, as applicable)

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**PLEASE SIGN ON THIS PAGE**

**(To be completed by all holders tendering Shares  
Regardless of whether Shares are being physically delivered herewith)**

This Letter of Transmittal must be signed by the registered holder(s) of Shares exactly as his/her/its name(s) appear(s) on the share certificate(s) or on a security position listing as the owner of such Shares. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to PSQ of such person's authority to so act. See Instruction 5.

X

X

**Signature(s) of Registered holder(s) or Authorized Signatory**

Dated: \_\_\_\_\_, 2009

Name(s):  
**(Please Type or Print)**

Name of Firm:

Capacity (full title):

Address:  
**(Including Zip Code)**

Area Code and Telephone No.:

Tax Identification or Social Security No.:

**IMPORTANT: COMPLETE SUBSTITUTE FORM W-9 HEREIN OR APPLICABLE FORM W-8**

**SIGNATURE GUARANTEE (See Instructions 1 and 5 below)**

**Certain Signatures Must be Guaranteed by a Medallion Signature Guarantor**

**For Use by Financial Institutions Only**

**(Name of Eligible Institution Guaranteeing Signatures)**

**(Address (including zip code) and Telephone Number (including area code) of Firm)**

**(Authorized Signature)**

**(Title)**

Date: \_\_\_\_\_, 2009.

## INSTRUCTIONS

### Forming Part of the Terms and Conditions of the Offer

To complete the Letter of Transmittal, **you must do the following:**

- Fill in the box entitled “Description of Shares Tendered” and complete the information below the box, if applicable (page 1).
- Sign and date the Letter of Transmittal in the box entitled “Please Sign On This Page (page 6).”
- Fill in and sign in the “Substitute Form W-9 (page 12).”

In completing the Letter of Transmittal, **you may (but are not required to)** do the following:

- If you want the payment for any Shares purchased issued in the name of another person, complete the box entitled “Special Payment Instructions.”
- If you want any Shares not tendered or Shares not purchased credited in the name of another person, complete the box entitled “Special Payment Instructions.”
- If you want any payment for Shares or any certificate for Shares not tendered or purchased delivered to an address other than that appearing under your signature, complete the box entitled “Special Delivery Instructions.”

If you complete the box entitled “Special Payment Instructions” or “Special Delivery Instructions,” you must have your signature guaranteed by an Eligible Institution (as defined in Instruction 1 below) unless the Letter of Transmittal is signed by an Eligible Institution.

1. Guarantee of Signatures. No signature guarantee is required on this Letter of Transmittal if:

- (i) this Letter of Transmittal is signed by the registered holder(s) of Shares (which term, for the purposes of this document, shall include any participant in DTC whose name appears on a security position listing as the owner of Shares) tendered hereby and such holder(s) has (have) not completed either the box entitled “Special Delivery Instructions” or the box entitled “Special Payment Instructions” on this Letter of Transmittal; or
- (ii) such Shares are tendered for the account of an Eligible Institution.

“*Eligible Institution*” means a firm that is a member of the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Guarantee Program or the Stock Exchange Medallion Program.

In all other cases, an Eligible Institution must guarantee all signatures on this Letter of Transmittal. See Instruction 5.

2. Delivery of Letter of Transmittal and Share Certificates; Guaranteed Delivery Procedures. This Letter of Transmittal is to be completed by stockholders of GEE either:

- if Certificates representing Shares are to be forwarded herewith to the Depository; or
- unless an Agent’s Message (as defined below) is utilized, if Shares are to be delivered by book-entry transfer pursuant to the procedure set forth under “The Tender Offer — Section 3 — Procedures for Tendering Shares” of the Offer to Purchase.

For a stockholder to validly tender Shares pursuant to the Offer, (i) Certificates evidencing all physically tendered Shares or (ii) confirmation of any book-entry transfer (“Book-Entry Confirmation”) into the Depository’s account at DTC for Shares delivered electronically by book-entry in each case together with a properly completed

and duly executed Letter of Transmittal (or facsimile thereof, or an Agent's Message, as defined below) must be received by the Depository at one of its addresses set forth in this Letter of Transmittal prior to the Expiration Date.

The term "Agent's Message" means a message transmitted by electronic means to DTC to, and received by, the Depository and forming a part of a Book-Entry Confirmation which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that PSQ may enforce such agreement against the participant. The signatures on this Letter of Transmittal cover the Shares tendered hereby.

If Certificates representing Shares are forwarded to the Depository in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

Stockholders whose Certificates representing Shares are not immediately available, who cannot deliver their Certificates and all other required documents to the Depository prior to the Expiration Date or who cannot comply with the book-entry transfer procedure on a timely basis may nevertheless tender their Shares by completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures described herein and under "The Tender Offer — Section 3 — Procedures for Tendering Shares" in the Offer to Purchase. Pursuant to such procedure:

(i) a tender must be made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by PSQ, must be received by the Depository (as provided in (iii) below) prior to the Expiration Date; and

(iii) the Certificates evidencing all physically delivered Shares in proper form for transfer by delivery (or Book-Entry Confirmation with respect to such Shares), as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) with any required signature guarantees (or in connection with a book-entry transfer, an Agent's Message), and any other documents required by this Letter of Transmittal, must be received by the Depository within three AMEX Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, all as described under "The Tender Offer — Section 3 — Procedures for Tendering Shares" in the Offer to Purchase.

**The method of delivery of this Letter of Transmittal, the Certificates (representing Shares) and all other required documents, including delivery through DTC, is at the option and sole risk of the tendering stockholder, and delivery will be deemed made only when actually received by the Depository. If such delivery is by mail, it is recommended that such Certificates and documents be sent by Registered Mail, properly insured, with return receipt requested. In all cases, sufficient time should be allowed to ensure timely delivery.**

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. By execution of this Letter of Transmittal (or facsimile hereof), all tendering stockholders waive any right to receive any notice of the acceptance of their Shares for payment.

3. Inadequate Space. If the space provided herein under "Description of Shares Tendered" is inadequate, the certificate numbers, the number of Shares evidenced by such Certificates and the number of Shares tendered should be listed on a separate signed schedule and attached to this Letter of Transmittal.

4. Partial Tenders (Not Applicable to Stockholders Who Tender by Book-Entry Transfer). If fewer than all the Shares evidenced by any Certificate submitted to the Depository herewith are to be tendered, fill in the number of Shares that are to be tendered in the box entitled "Number of Shares Tendered." In such case, new Certificate(s) evidencing the remainder of the Shares that were evidenced by the old Certificate(s) delivered to the Depository herewith will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the box entitled "Special Delivery Instructions," as soon as practicable after the Expiration Date. All Shares evidenced by the Certificates delivered to the Depository will be deemed to have been tendered, unless the tendering stockholder indicates otherwise.

5. Signatures on Letter of Transmittal; Stock Powers and Endorsements. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as

written on the face of the Certificate(s) evidencing such Shares without alternation, enlargement or any change whatsoever.

(i) If any Shares tendered hereby are owned of record by two or more persons, all such persons must sign this Letter of Transmittal.

(ii) If any Shares tendered hereby are registered in names of different holders, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of the Shares.

(iii) If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Certificates or separate stock powers are required, unless payment is to be made to, or Certificates evidencing Shares not tendered or purchased are to be issued in the name of, a person other than the registered holder(s), in which case, the Certificate(s) evidencing the Shares tendered hereby must be endorsed or accompanied

By appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Certificate(s). Signatures on these Certificates and stock powers must be guaranteed by an Eligible Institution.

(iv) if this letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, the Certificate(s) evidencing the Shares tendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the Certificate(s). Signatures on these Certificate(s) or stock powers must be guaranteed by an Eligible Institution.

(v) if this Letter of Transmittal or any Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or any person acting in a fiduciary or representative capacity, such person should so indicate when signing, and should provide proper evidence satisfactory to PSQ of such person's authority to act.

6. Stock Transfer Taxes. Except as otherwise provided in this Instruction 6, PSQ will pay or cause to be paid all stock transfer taxes with respect to the transfer and sale of any Shares to it or to its order pursuant to the Offer. If, however, payment of the Offer Price of any Shares purchased is to be made to, or if Certificate(s) evidencing Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s), or if Certificate(s) evidencing tendered shares are registered in the name of a person other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s), or such other person or otherwise) payable on account of the transfer to such other person will be deducted from the Offer Price of such Shares purchased, unless evidence satisfactory to PSQ of the payment of such taxes or exemption therefrom is submitted.

Except as provided in this Instruction 6 or otherwise required by law, it will not be necessary for transfer tax stamps to be affixed to the certificate(s) evidencing the shares tendered hereby.

7. Special Payment and Delivery Instructions. If a check for the Offer Price of any Shares tendered hereby is to be issued, or Certificate(s) evidencing Shares not tendered or not purchased are to be issued, in the name of a person other than the person(s) signing this Letter of Transmittal or if such check or any such Certificate is to be sent and/or any Certificates are to be returned to someone other than the person signing this Letter of Transmittal, or to the person signing this Letter of Transmittal but at an address other than that shown in the box entitled "Description Of Shares Tendered," the box entitled "Special Payment Instructions" and/or the box entitled "Special Delivery Instructions" in this Letter of Transmittal must be completed. In the case of a different name, the taxpayer identification or social security number of the person named must also be indicated and such person must properly complete the Substitute Form W-9 herein or a Form W-8BEN, Form W-8ECI or Form W-8IMY, as applicable. Stockholders delivering Shares tendered hereby by book-entry transfer may request that Shares not purchased be credited to such account maintained at DTC as such stockholder may designate in the box entitled "Special Delivery Instructions." If no such instructions are given, all Shares not purchased will be returned by crediting the account at DTC designated in this Letter of Transmittal.

8. Questions and Requests for Assistance or Additional Copies. Questions and requests for assistance may be directed to the Information Agent at its telephone numbers and addresses set forth in this Letter of Transmittal. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 may be obtained from the Information Agent, or from brokers, dealers, commercial banks or trust companies.

9. Waiver of Conditions. Subject to the terms of the Offer to Purchase, PSQ reserves the right in its sole discretion to waive in whole or in part at any time or from time to time any of the specified conditions of the Offer or any defect or irregularity in tender with regard to any Shares tendered.



10. Backup Withholding. In order to avoid backup withholding of federal income tax, each tendering stockholder must deliver to the Depository the appropriate duly executed Internal Revenue Service (“IRS”) form, as described below under “Important Tax Information.” For United States persons, the correct form is the Substitute Form W-9 on page 12.

11. Lost, Destroyed or Stolen Share Certificates. If any Certificate(s) representing Shares has been lost, destroyed or stolen, the stockholder should promptly notify the Depository by checking the box at the top of page 2 and indicating the number of Shares lost. The stockholder will then be instructed as to the steps that must be taken in order to replace such Share Certificate(s). **This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen Share Certificates have been followed.**

**Important: In order to effectively tender Shares, this Letter of Transmittal (or facsimile hereof), properly completed and duly executed (together with any required signature guarantees and Certificates or confirmation of book-entry transfer and all other required documents), or a properly completed and duly executed Notice of Guaranteed Delivery must be received by the Depository on or prior to the Expiration Date.**

### IMPORTANT TAX INFORMATION

A stockholder whose tendered Shares are accepted for payment is required to provide the Depository with the stockholder’s correct tax identification number (“TIN”) on the Substitute Form W-9 attached below or otherwise establish a basis for exemption from backup withholding of federal income tax. If the Depository is not provided with the correct TIN or an adequate basis for exemption, payments made to such stockholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding and the stockholder may be subject to a \$50 penalty imposed by the IRS.

On Substitute Form W-9, the tendering stockholder must certify that:

- the TIN provided on the Substitute Form W-9 is correct (or that such holder is awaiting a TIN);
- the stockholder is not subject to backup withholding because (a) the stockholder is exempt from backup withholding, (b) the stockholder has not been notified by the IRS that the stockholder is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the stockholder that the stockholder is no longer subject to backup withholding; and
- the stockholder is a U.S. person (including a U.S. resident alien).

If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, he or she should write “Applied For” in the space provided for the TIN in Part I, sign and date the Substitute Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number, which appears in a separate box below the Substitute Form W-9. If “Applied For” is written in Part I, the Depository will be required to withhold 28% of all payments made for surrendered Shares. If the Depository is provided with a TIN within 60 days, the amount of such withholding will be refunded to the tendering stockholder.

The tendering stockholder is required to give the Depository the record holder’s TIN, generally the social security number or employer identification number, of the record holder. If the Shares are held in more than one name or are not held in the name of the actual owner, consult the enclosed “Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9” for additional guidance on which number to report.

Certain stockholders (including, among others, corporations and certain foreign persons) are not subject to these backup withholding and reporting requirements. Exempt stockholders should indicate their exempt status on the Substitute Form W-9. A foreign person may qualify as an exempt recipient by submitting to the Depository a properly completed IRS Form W-8BEN, Form W-8ECI or Form W-8IMY, as applicable (instead of a Substitute Form W-9), executed under penalties of perjury, certifying such stockholder’s exempt status. Copies of Form W-8BEN, Form W-8ECI and Form W-8IMY can be obtained from the Depository upon request, at the address set forth in this Letter of Transmittal. Stockholders are urged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

If backup withholding applies, the Depository is required to withhold 28% of the Offer Price paid to the stockholder or other payee. Backup withholding is not an additional U.S. federal income tax. If the required information is furnished to the IRS in a timely manner, the U.S. federal income tax liability of persons subject to backup withholding may be reduced by the amount of tax withheld, and, if withholding results in an overpayment of taxes, a refund may be obtained from the IRS.

**PAYER'S NAME: CONTINENTAL STOCK TRANSFER & TRUST CO.**  
**SUBSTITUTE FORM W-9**      **PART I: Taxpayer Identification Number**      **PART II: For Payees Exempt from Backup Withholding**  
Social security number  
OR  
Employer identification number      For Payees Exempt from Backup withholding,  
(If awaiting TIN write "Applied For"      see the Guidelines below and  
and complete Parts III and IV)      complete as instructed therein.

**Department of the Treasury  
Internal Revenue Service  
Payer's Request for Taxpayer  
Identification Number (TIN) and  
Certification**

**PART III: CERTIFICATION**

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or
- (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

CERTIFICATION INSTRUCTIONS — You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).

Signature of U.S. person

\_\_\_\_\_  
Date

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFERS. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL INFORMATION.**

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATION IF YOU WROTE "APPLIED FOR" IN THE APPROPRIATE LINE IN PART I OF SUBSTITUTE FORM W-9**

**PART IV: CERTIFICATE OF TAXPAYER AWAITING IDENTIFICATION NUMBER**

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within 60 days, 28% of all reportable payments made to me thereafter will be withheld until I provide a number.

Signature

\_\_\_\_\_  
Date



Transmittal and any other documents related to the Offer may be directed to the Information Agent at the telephone numbers and addresses set forth below.

*The Information Agent for the Offer is:*

**Morrow & Co., LLC**  
**470 West Avenue**  
**Stamford, CT 06902**  
**(203) 658-9400**

**Banks and Brokerage Firms, Please Call: (203) 658-9400**  
**Shareholders Call Toll Free: (800) 607-0088**



**General Employment Enterprises, Inc.**

**Notice of Guaranteed Delivery  
for  
Tender of Shares of Common Stock**

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the offer if:

- certificates evidencing shares of common stock, no par value, of General Employment Enterprises, Inc., a Illinois corporation, are not immediately available or cannot be delivered to the Depository before the Expiration Date (as defined in the Offer to Purchase dated April 15, 2009),
- the procedure for book-entry transfer described in the Offer to Purchase dated April 15, 2009 and the related Letter of Transmittal, which, together with the Offer to Purchase, as amended or supplemented from time to time, constitute the offer, cannot be completed on a timely basis, or
- time will not permit all required documents, including a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile of the Letter of Transmittal), an Agent's Message in the case of a book-entry transfer (as defined in the Offer to Purchase) or the specific acknowledgement in the case of a tender through the Automated Tender Offer Program of the Book-Entry Transfer Facility (as defined in the Offer to Purchase), and any other required documents, to reach the Depository prior to the Expiration Date (as defined in the Offer to Purchase).

This Notice of Guaranteed Delivery, properly completed and duly executed, may be delivered by hand, mail or facsimile transmission to the Depository. See Section 3 of the Offer to Purchase.

The Depository for the offer is:

**Continental Stock Transfer & Trust Company**

By First Class Mail:  
**Continental Stock Transfer & Trust  
Company**  
17 Battery Place, 8th Floor  
New York, NY 10004

By Overnight Delivery or Express Mail:  
**Continental Stock Transfer & Trust Company**  
17 Battery Place, 8th Floor  
New York, NY 10004  
Facsimile Transmission:  
(212) 616-7610  
Confirm Receipt of Facsimile by Telephone:  
(212) 509-4000 ext. 536

By Hand Delivery:  
**Continental Stock Transfer &  
Trust Company**  
17 Battery Place, 8th Floor  
New York, NY 10004

For this Notice to be validly delivered, it must be received by the Depository. Delivery of this Notice of Guaranteed Delivery to an address other than as set forth above or transmission of instructions via facsimile transmission other than as set forth above will *not* constitute a valid delivery. Deliveries to General Employment Enterprises, Inc. will not be forwarded to the Depository and therefore will not constitute valid delivery. Deliveries to the Book-Entry Transfer Facility will *not* constitute valid delivery to the Depository.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an Eligible Institution (as defined in the Offer to Purchase) under the instructions to the Letter of Transmittal, the signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned tenders to PSQ, LLC ( "PSQ" ) at the price per share indicated in this Notice of Guaranteed Delivery, upon the terms and subject to the conditions described in the Offer to Purchase and the related Letter of Transmittal, receipt of which is hereby acknowledged, the number of shares specified below pursuant to the guaranteed delivery procedure described in Section 3 of the Offer to Purchase.

**Number of shares to be tendered:** \_\_\_\_\_ **shares.**

Signature(s):

\_\_\_\_\_  
\_\_\_\_\_

Name(s) of Record Holder(s):

\_\_\_\_\_  
\_\_\_\_\_

**(Please Type or Print)**

Certificate Nos.:

\_\_\_\_\_  
\_\_\_\_\_

Address (including Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Daytime Area Code and Telephone No.:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 2009

If shares will be delivered by book-entry transfer, provide the following information:

Account Number:

\_\_\_\_\_  
\_\_\_\_\_

**Guarantee**

(Not to be used for a signature guarantee.)

The undersigned, a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity that is an "eligible guarantor institution," as that term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (each of the foregoing constituting an "Eligible Institution"), guarantees the delivery to the Depository of the shares tendered, in proper form for transfer, or a confirmation that the shares tendered have been delivered pursuant to the procedure for book-entry transfer described in the Offer to Purchase into the Depository's account at the Book-Entry Transfer Facility, in each case together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile of the Letter of Transmittal), or an Agent's Message in the case of a book-entry transfer or the specific acknowledgement in the case of a tender through the Automated Tender Offer Program of the Book-Entry Transfer Facility, and any other required documents, all within three (3) New York Stock Exchange trading days after the date of receipt by the Depository of this Notice of Guaranteed Delivery.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the Letter of Transmittal and certificates representing shares to the Depository within the time period set forth in the Offer to Purchase. Failure to do so could result in a financial loss to the Eligible Institution.

Name of Firm: \_\_\_\_\_

Address (including Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Area Code and Telephone No.: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2009

Note: Do not send share certificates with this form. Certificates for shares should be sent with the Letter of Transmittal.





## General Employment Enterprises, Inc.

### Notice of Guaranteed Delivery for Tender of Shares of Common Stock

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the offer if:

- certificates evidencing shares of common stock, no par value, of General Employment Enterprises, Inc., a Illinois corporation, are not immediately available or cannot be delivered to the Depository before the Expiration Date (as defined in the Offer to Purchase dated April 15, 2009),
- the procedure for book-entry transfer described in the Offer to Purchase dated April 15, 2009 and the related Letter of Transmittal, which, together with the Offer to Purchase, as amended or supplemented from time to time, constitute the offer, cannot be completed on a timely basis, or
- time will not permit all required documents, including a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile of the Letter of Transmittal), an Agent's Message in the case of a book-entry transfer (as defined in the Offer to Purchase) or the specific acknowledgement in the case of a tender through the Automated Tender Offer Program of the Book-Entry Transfer Facility (as defined in the Offer to Purchase), and any other required documents, to reach the Depository prior to the Expiration Date (as defined in the Offer to Purchase).

This Notice of Guaranteed Delivery, properly completed and duly executed, may be delivered by hand, mail or facsimile transmission to the Depository. See Section 3 of the Offer to Purchase.

The Depository for the offer is:

#### Continental Stock Transfer & Trust Company

By First Class Mail:  
**Continental Stock Transfer & Trust  
Company**  
17 Battery Place, 8th Floor  
New York, NY 10004

By Overnight Delivery or Express Mail:  
**Continental Stock Transfer & Trust Company**  
17 Battery Place, 8th Floor  
New York, NY 10004  
Facsimile Transmission:  
(212) 616-7610  
Confirm Receipt of Facsimile by Telephone:  
(212) 509-4000 ext. 536

By Hand Delivery:  
**Continental Stock Transfer &  
Trust Company**  
17 Battery Place, 8th Floor  
New York, NY 10004

For this Notice to be validly delivered, it must be received by the Depository. Delivery of this Notice of Guaranteed Delivery to an address other than as set forth above or transmission of instructions via facsimile transmission other than as set forth above will *not* constitute a valid delivery. Deliveries to General Employment Enterprises, Inc. will not be forwarded to the Depository and therefore will not constitute valid delivery. Deliveries to the Book-Entry Transfer Facility will *not* constitute valid delivery to the Depository.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an Eligible Institution (as defined in the Offer to Purchase) under the instructions to the Letter of Transmittal, the signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned tenders to PSQ, LLC ( "PSQ" ) at the price per share indicated in this Notice of Guaranteed Delivery, upon the terms and subject to the conditions described in the Offer to Purchase and the related Letter of Transmittal, receipt of which is hereby acknowledged, the number of shares specified below pursuant to the guaranteed delivery procedure described in Section 3 of the Offer to Purchase.

**Number of shares to be tendered:** \_\_\_\_\_ **shares.**

Signature(s):

\_\_\_\_\_

\_\_\_\_\_

Name(s) of Record Holder(s):

\_\_\_\_\_

\_\_\_\_\_

**(Please Type or Print)**

Certificate Nos.:

\_\_\_\_\_

\_\_\_\_\_

Address (including Zip Code):

\_\_\_\_\_

\_\_\_\_\_

Daytime Area Code and Telephone No.:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2009

If shares will be delivered by book-entry transfer, provide the following information:

Account Number:

\_\_\_\_\_

\_\_\_\_\_

## Guarantee

(Not to be used for a signature guarantee.)

The undersigned, a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity that is an "*eligible guarantor institution*," as that term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (each of the foregoing constituting an "*Eligible Institution*"), guarantees the delivery to the Depository of the shares tendered, in proper form for transfer, or a confirmation that the shares tendered have been delivered pursuant to the procedure for book-entry transfer described in the Offer to Purchase into the Depository's account at the Book-Entry Transfer Facility, in each case together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile of the Letter of Transmittal), or an Agent's Message in the case of a book-entry transfer or the specific acknowledgement in the case of a tender through the Automated Tender Offer Program of the Book-Entry Transfer Facility, and any other required documents, all within three (3) New York Stock Exchange trading days after the date of receipt by the Depository of this Notice of Guaranteed Delivery.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the Letter of Transmittal and certificates representing shares to the Depository within the time period set forth in the Offer to Purchase. Failure to do so could result in a financial loss to the Eligible Institution.

Name of Firm: \_\_\_\_\_

Address (including Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Area Code and Telephone No.: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2009

Note: Do not send share certificates with this form. Certificates for shares should be sent with the Letter of Transmittal.

