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

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **October 2, 2017**

**GEE GROUP, INC**

(Exact name of registrant as specified in its charter)

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On October 2, 2017, Gee Group Inc. (the “Company”), the other borrower entities and guarantor entities named therein (collectively, the “Loan Parties”), PNC Bank, National Association (“PNC”), and certain investment funds managed by MGG Investment Group LP (“MGG”) (collectively the (“Lenders”) entered into a First Amendment and Waiver (the “Amendment”) to the Revolving Credit, Term Loan and Security Agreement dated as of March 31, 2017 (the “Credit Agreement”) by and among the Loan Parties, and the Lenders.

The Amendment, which was effective as of October 2, 2017, modified the required principal repayment schedule with respect to the Term Loans. The Amendment also modified the ability of the Loan Parties to repay or make other payments with respect to certain other loans that are subordinated in right of payment to the indebtedness under the Credit Agreement.

Pursuant to the Amendment the Lenders also waived any Event of Default arising out of the Loan Parties’ failure to deliver, on or before October 3, 2017, the materials satisfying the requirements of clauses (i) and (ii) of Section 5 of the Waiver to Revolving Credit, Term Loan and Security Agreement, dated as of August 14, 2017, as amended.

The description of the Amendment set forth above is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation.**

On October 4, 2017, the Company executed an Amended and Restated Non-Negotiable Promissory Note in favor of William Daniel Dampier and Carol Lee Dampier in the amount of \$1,202,405.50 (the “Note”). This Note amends and, as so amended, restates in its entirety and replaces that certain Subordinated Nonnegotiable Promissory Note dated October 4, 2015, issued by the Company to William Daniel Dampier and Carol Lee Dampier in the original principal amount of \$3,000,000.

The description of the Note set forth above is qualified in its entirety by reference to the Note, a copy of which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**Exhibit**

<b>No.</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>First Amendment, dated as of October 2, 2017, to the Revolving Credit, Term Loan and Security Agreement, dated as of March 31, 2017, as amended, by and among GEE Group, Inc., the other borrower entities and guarantor entities named therein, PNC Bank, National Association and certain investment funds managed by MGG Investment Group LP</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Amended and Restated Non-Negotiable Promissory Note dated October 4, 2017 from GEE Group, Inc. to William Daniel Dampier and Carol Lee Dampier</u></a>

**SIGNATURES**

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

**GEE GROUP, INC.**

Date: October 5, 2017

By: /s/ Andrew J. Norstrud  
Andrew J. Norstrud  
Chief Financial Officer

**FIRST AMENDMENT  
TO REVOLVING CREDIT, TERM LOAN  
AND SECURITY AGREEMENT**

**FIRST AMENDMENT**, dated as of October 2, 2017 (this "Amendment"), to the Revolving Credit, Term Loan and Security Agreement, dated as of March 31, 2017 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GEE GROUP INC., an Illinois corporation ("Holdings"), SCRIBE SOLUTIONS, INC., a Florida corporation ("Scribe"), AGILE RESOURCES, INC., a Georgia corporation ("Agile"), ACCESS DATA CONSULTING CORPORATION, a Colorado corporation ("Access"), TRIAD PERSONNEL SERVICES, INC., an Illinois corporation ("Triad Personnel"), TRIAD LOGISTICS, INC., an Ohio corporation ("Triad Logistics"), PALADIN CONSULTING, INC., a Texas corporation ("Paladin"), BMCH, INC., an Ohio corporation ("BMCH"), GEE GROUP PORTFOLIO INC., a Delaware corporation and the surviving corporation of the merger of SNI HOLDCO INC., a Delaware corporation, with and into GEE Group Portfolio Inc., a Delaware corporation ("SNI Holdings"), and SNI COMPANIES, a Delaware corporation ("SNI" and together with Holdings, Scribe, Agile, Access, Triad Personnel, Triad Logistics, Paladin, BMCH, SNI Holdings and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), each Subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto (together with each other Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor"), and together with the Borrowers, collectively, the "Loan Parties" and each a "Loan Party"), the lenders which now are or which thereafter become a party thereto that make Revolving Advances thereunder (together with their respective successors and assigns, collectively, the "Revolving Lenders" and each a "Revolving Lender"), the lenders which now are or which thereafter become a party thereto that made or acquire an interest in the Term Loans (together with their respective successors and assigns, collectively, the "Term Loan Lenders" and each a "Term Loan Lender"), and together with the Revolving Lenders, collectively, the "Lenders" and each a "Lender"), PNC BANK, NATIONAL ASSOCIATION ("PNC"), as administrative agent for the Lenders (together with its successors and assigns, in such capacity, the "Administrative Agent") and as collateral agent for the Lenders (together with its successors and assigns, in such capacity, the "Collateral Agent"), and MGG INVESTMENT GROUP LP, as term loan agent (together with its successors and assigns, in such capacity, the "Term Loan Agent" and together with the Administrative Agent and the Collateral Agent, each an "Agent" and, collectively, the "Agents").

**WHEREAS**, the Loan Parties, the Agents and the Lenders are parties to the Credit Agreement, pursuant to which the Lenders have made and may hereafter make certain loans and have provided and may hereafter provide certain other financial accommodations to the Borrowers;

**WHEREAS**, the Loan Parties have requested that the Agents and the Lenders amend certain terms and conditions of the Credit Agreement; and

**WHEREAS**, the Agents and the Lenders are willing to amend such terms and conditions of the Credit Agreement on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All terms used herein that are defined in the Credit Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

2. Amendments.

(a) New Definitions. Section 1.2 of the Credit Agreement is hereby amended by adding the following definitions, in appropriate alphabetical order:

(i) ““Amendment No. 1” shall mean the First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of October 2, 2017, by and among the Loan Parties, the Agents and the Lenders.”

(ii) ““Amendment No. 1 Effective Date” shall mean the ‘Amendment No. 1 Effective Date’ as set forth in Amendment No. 1.”

(b) Section 2.3(c) (Term Loans). The table set forth in Section 2.3(c) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

<u>Date</u>	<u>Principal Payment Required</u>
July 1, 2017	\$ 609,375.00
October 1, 2017	\$ 312,500.00
December 31, 2017	\$ 500,000.00
March 31, 2018	\$ 500,000.00
June 30, 2018	\$ 800,000.00
September 30, 2018	\$1,523,438.00
December 31, 2018	\$1,931,944.00
March 31, 2019	\$1,931,944.00
June 30, 2019	\$1,931,944.00
September 30, 2019	\$1,931,944.00
December 31, 2019	\$1,931,944.00
March 31, 2020	\$1,931,944.00
June 30, 2020	\$2,236,632.00
September 30, 2020	\$2,236,632.00
December 31, 2020	\$2,236,632.00

(c) Section 6.17(d) (Subordination Agreement (Dampier)). Section 6.17(d) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(d) [Reserved].”

(d) Section 7.17(b) (Modifications and Payments of Indebtedness). Section 7.17(b) of the Credit Agreement is hereby amended by amending and restating clause (iv) therein in its entirety as follows:

“(iv) make any payment (other than any payment of interest made by capitalizing such interest and adding such capitalized interest to the then outstanding principal balance), prepayment, redemption, defeasance, sinking fund payment or repurchase of any Specified Subordinated Indebtedness; provided, that notwithstanding any of the foregoing in this clause (iv), subject to the terms of the Subordination Agreements, (A) from January 1, 2018 through and including December 31, 2018, Holdings may prepay any Specified Subordinated Indebtedness in an aggregate amount not to exceed \$5,000,000 so long as (1) such prepayment is made solely with the Net Cash Proceeds of Equity Interests issued by any Loan Party after the Closing Date, and (2) on the date of any such prepayment and after giving effect to such prepayment, no Event of Default has occurred and is continuing or would result therefrom, (B) Holdings may make regularly scheduled cash interest payments with respect to the Specified Subordinated Indebtedness evidenced by the Subordinated Note (Timothy) in an amount not to exceed \$55,000 in any calendar year so long as on the date of any such payment, no Event of Default has occurred and is continuing and no Event of Default would result therefrom, and (C) Holdings may pay the principal amount of the Specified Subordinated Indebtedness under the Subordinated Note (Dampier) that is outstanding as of the Amendment No. 1 Effective Date in 12 equal monthly installments so long as (1) on the date of such payment, and immediately after giving effect thereto, Borrowers shall have Undrawn Availability and Average Undrawn Availability of not less than \$1,500,000 and (2) on the date of any such payment, no Event of Default has occurred and is continuing and no Event of Default would result therefrom”.

(a) Section 9.12 (Projected Operating Budget). Section 9.12 of the Credit Agreement is hereby amended by adding the following sentence to the end of such Section:

“Furnish Agents within thirty (30) days after the end of each month (except for each month ending September 30, which shall be furnished within forty-five (45) days after the end of such month), a 13-week cash flow forecast of Holdings and its Subsidiaries on a Consolidated Basis, in form and substance reasonably satisfactory to the Agents.”

3. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows:

(a) Representations and Warranties; No Event of Default. The representations and warranties herein, in the Credit Agreement and in each Other Document, certificate or other writing delivered by or on behalf of the Loan Parties to any Agent or any Lender pursuant to the Credit Agreement or any Other Document on or prior to the Amendment No. 1 Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 1 Effective Date as though made on and as of such date (unless such representations or warranties are stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the Amendment No. 1 Effective Date or would result from this Waiver becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute this Amendment and deliver each Other Document to which it is a party, and to consummate the transactions contemplated hereby and by the Credit Agreement, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect.

(c) Authorization, Etc. The execution, delivery and performance of this Amendment by the Loan Parties, and the performance of the Credit Agreement, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Organizational Documents, (B) any material law or regulation, or any judgment, order or decree of any Governmental Body or (C) any Material Contract binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Other Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except, in the case of clause (iv), to the extent where such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(d) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Body is required in connection with the due execution, delivery and performance by any Loan Party of this Amendment or any Other Document to which it is or will be a party.

(e) Enforceability. This Amendment is, and each Other Document to which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by principles of equity.

4. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner satisfactory to the Agents, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied being hereinafter referred to as the “Amendment No. 1 Effective Date”):

(a) Representations and Warranties. The representations and warranties contained in this Amendment, the Credit Agreement and in each Other Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Amendment No. 1 Effective Date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date).

(b) No Default; Event of Default. No Default or Event of Default shall have occurred and be continuing on the Amendment No. 1 Effective Date or result from this Amendment becoming effective in accordance with its terms.

(c) Delivery of Documents. The Agents shall have received on or before the Amendment No. 1 Effective Date this Amendment, duly executed by the Loan Parties, each Agent and each Lender.

(d) Material Adverse Effect. The Agents shall have determined, in their reasonable judgment, that no event or development shall have occurred since June 30, 2017, which could reasonably be expected to have a Material Adverse Effect.

(e) Liens; Priority. The Agents shall be satisfied that the Collateral Agent has been granted, and holds, for the benefit of the Agents and the Lenders, a perfected, first priority Lien on and security interest in all of the Collateral, subject only to Permitted Encumbrances, to the extent such Liens and security interests are required pursuant to the Credit Agreement and the Other Documents to be granted or perfected on or before the Amendment No. 1 Effective Date.

(f) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Body or other Person required in connection with the Credit Agreement and any Other Document or the transactions contemplated thereby or the conduct of the Loan Parties’ business shall have been obtained or made and shall be in full force and effect. There shall exist no claim, action, suit, investigation, litigation or proceeding (including, without limitation, shareholder or derivative litigation) pending or, to the knowledge of any Loan Party, threatened in any court or before any arbitrator or Governmental Body which (i) relates to the Credit Agreement and the Other Documents or the transactions contemplated thereby or (ii) could reasonably be expected to have a Material Adverse Effect.



5. Continued Effectiveness of the Credit Agreement and Other Documents. Each Loan Party hereby (i) acknowledges and consents to this Amendment, (ii) confirms and agrees that the Credit Agreement and each Other Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Amendment No. 1 Effective Date all references in any such Other Document to “the Credit Agreement”, the “Agreement”, “thereto”, “thereof”, “thereunder” or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended or modified by this Amendment, and (iii) confirms and agrees that to the extent that any such Other Document purports to assign or pledge to the Collateral Agent for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent for the benefit of the Agents and the Lenders a security interest in or Lien on, any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Credit Agreement (as amended hereby) and the Other Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties’ obligations to repay the Loans in accordance with the terms of Credit Agreement, or the obligations of the Loan Parties under any Other Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agents or any Lender under the Credit Agreement or any Other Document, nor constitute a waiver of any provision of the Credit Agreement or any Other Document.

6. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except as modified hereby.

7. No Representations by Agents or Lenders. Each Loan Party hereby acknowledges that it has not relied on any representation, written or oral, express or implied, by any Agent or any Lender, other than those expressly contained herein, in entering into this Amendment.

8. Release.

(a) Each Loan Party hereby acknowledges and agrees that: (a) neither it nor any of its Affiliates has any claim or cause of action against any Agent or any Lender (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents) under the Credit Agreement and the Other Documents and (b) each Agent and each Lender has heretofore properly performed and satisfied in a timely manner all of its obligations to such Loan Party and its Affiliates under the Credit Agreement and the Other Documents. Notwithstanding the foregoing, the Agents and the Lenders wish (and each Loan Party agrees) to eliminate any possibility that any past conditions, acts, omissions, events or circumstances would impair or otherwise adversely affect any of the Agents’ and the Lenders’ rights, interests, security and/or remedies under the Credit Agreement and the Other Documents. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the “Releasors”) does hereby fully, finally, unconditionally and irrevocably release and forever discharge each Agent, each Lender and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively, the “Released Parties”) from any and all debts, claims, obligations, damages, costs, attorneys’ fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the Amendment No. 1 Effective Date and arising out of, connected with or related in any way to this Amendment, the Credit Agreement or any Other Document, or any act, event or transaction related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of each Loan Party, or the making of any Loans, or the management of such Loans or the Collateral, in each case, on or prior to the Amendment No. 1 Effective Date.

(b) As to each and every claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of each provision of applicable federal or state law (including without limitation the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

(c) Each Loan Party acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(d) Each Loan Party, for itself and on behalf of its successors, assigns, and officers, directors, employees, agents and attorneys, and any Person acting for or on behalf of, or claiming through it, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of the Released Parties above that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) the Released Parties on the basis of any claim released, remised and discharged by such Person pursuant to this Section 8. Each Loan Party further agrees that it shall not dispute the validity or enforceability of the Credit Agreement or any of the Other Documents or any of its obligations thereunder, or the validity, priority, enforceability or the extent of Collateral Agent's Lien on any item of Collateral under the Credit Agreement or the Other Documents. If any Loan Party or any of its respective successors, assigns, or officers, directors, employees, agents and attorneys, or any Person acting for or on behalf of, or claiming through it violate the foregoing covenant, such Person, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as the Released Parties may sustain as a result of such violation, all reasonable attorneys' fees and costs incurred by the Released Parties as a result of such violation.

9. Further Assurances. The Loan Parties shall execute any and all further documents, agreements and instruments, and take all further actions, as may be required under Applicable Law or as any Agent may reasonably request, in order to effect the purposes of this Amendment.

10. Waiver. Pursuant to the request of the Loan Parties and in reliance upon the representations and warranties of the Loan Parties described herein, the Agents and the Lenders hereby waive any Event of Default arising out of the Loan Parties' failure to deliver, on or before October 3, 2017, the materials satisfying the requirements of clauses (i) and (ii) of Section 5 of the Waiver to Revolving Credit, Term Loan and Security Agreement, dated as of August 14, 2017, as amended. The waiver in this Section 10 shall be effective only in this specific instance and for the specific purpose set forth herein and does not allow for any other or further departure from the terms and conditions of the Credit Agreement or any Other Document, which terms and conditions shall continue in full force and effect.

11. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes an "Other Document" under the Credit Agreement. Accordingly, it shall be an immediate Event of Default under the Credit Agreement if (i) any representation or warranty made by any Loan Party under or in connection with this Amendment shall have been incorrect in any respect when made or deemed made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) The Borrowers shall pay all fees, costs and expenses of the Agents and the Lenders in connection with the preparation, execution and delivery of this Amendment and otherwise payable under the Credit Agreement, in each case in accordance with Article III and Section 16.09 of the Credit Agreement.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first page hereof.

**BORROWERS:**

GEE GROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

SCRIBE SOLUTIONS INC.

By: \_\_\_\_\_  
Name:  
Title:

AGILE RESOURCES, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCESS DATA CONSULTING CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

TRIAD PERSONNEL SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

TRIAD LOGISTICS, INC.

By: \_\_\_\_\_  
Name:  
Title:

PALADIN CONSULTING, INC.

By: \_\_\_\_\_  
Name:  
Title:

BMCH, INC.

By: \_\_\_\_\_  
Name:  
Title:

GEE GROUP PORTFOLIO INC.

By: \_\_\_\_\_  
Name:  
Title:

SNI COMPANIES

By: \_\_\_\_\_  
Name:  
Title:

**AGENTS:**

PNC BANK, NATIONAL ASSOCIATION,  
as Administrative Agent and Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

MGG INVESTMENT GROUP LP,  
as Term Loan Agent

By: \_\_\_\_\_  
Name:  
Title:

**LENDERS:**

PNC BANK, NATIONAL ASSOCIATION,  
as Revolving Lender and a Term Loan Lender

By: \_\_\_\_\_  
Name:  
Title:

MGG SPECIALTY FINANCE FUND LP,  
as a Term Loan Lender

By: \_\_\_\_\_  
Name:  
Title:

MGG SF EVERGREEN FUND LP,  
as a Term Loan Lender

By: \_\_\_\_\_  
Name:  
Title:

MGG SF DRAWDOWN UNLEVERED FUND LP,  
as a Term Loan Lender

By: \_\_\_\_\_  
Name:  
Title:

MGG SF EVERGREEN UNLEVERED FUND LP,  
as a Term Loan Lender

By: \_\_\_\_\_  
Name:  
Title:

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

AMENDED AND RESTATED NONNEGOTIABLE PROMISSORY NOTE

**\$1,202,405.50**

**Denver, Colorado**

**October 4, 2017**

FOR VALUE RECEIVED, GEE GROUP INC. (F/K/A/ GENERAL EMPLOYMENT ENTERPRISES, INC.), an Illinois corporation (“Maker”), promises to pay to William Daniel Dampier and Carol Lee Dampier (collectively, “Payee”), in lawful money of the United States of America, the principal sum of \$1,202,405.50, together with interest in arrears on the unpaid principal balance at an annual rate in the manner provided below. Interest will be calculated on the basis of a year of 365 or 366 days, as applicable, and charged for the actual number of days elapsed.

This Amended and Restated Nonnegotiable Promissory Note (“Note”) has been executed and delivered pursuant to, and is subject to the terms and conditions of, a Stock Purchase Agreement (the “Purchase Agreement”) dated of October 4, 2015, among Maker and Sellers named therein, including Payee, which is, by this reference, incorporated in, and made a part of, this Note. Capitalized terms used in this Note without definition have the respective meanings given to them in the Purchase Agreement.

This Note amends and, as so amended, restates in its entirety and replaces that certain Subordinated Nonnegotiable Promissory Note dated October 4, 2015, issued by Maker to Payee in the original principal amount of \$3,000,000.

#### 1. PAYMENTS

(a) The principal amount of this Note will be payable as follows:

(1) in equal consecutive monthly installments commencing on November 4, 2017, and payable on the fourth calendar day of each month thereafter until October 4, 2018 (in each case adjusted to be payable on the first Business Day after such date if it falls on a weekend or federal holiday), each such installment being in an amount of \$107,675, consisting of principal and interest in the following amounts;

<b>Date of Payment</b>	<b>Interest Amount</b>	<b>Principal Amount</b>
November 4, 2017	\$13,522.05	\$ 94,152.95
December 4, 2017	\$12,463.22	\$ 95,211.78
January 4, 2018	\$11,392.49	\$ 96,282.51
February 4, 2018	\$10,309.71	\$ 97,365.29
March 4, 2018	\$ 9,214.76	\$ 98,460.24
April 4, 2018	\$ 8,107.49	\$ 99,567.51
May 4, 2018	\$ 6,987.77	\$100,687.23
June 4, 2018	\$ 5,855.46	\$101,819.54
July 4, 2018	\$ 4,710.41	\$102,964.59
August 4, 2018	\$ 3,552.49	\$104,122.51
September 4, 2018	\$ 2,381.55	\$105,293.45
October 4, 2018	\$ 1,197.43	\$106,477.90



and;

(2) any and all principal amounts remaining outstanding under this Note, to the extent not otherwise paid as set forth above, together with any accrued and unpaid interest, if any, shall be due and payable and be paid in full on October 4, 2018 (adjusted to be payable on the first Business Day after such date if it falls on a weekend or federal holiday). Interest shall accrue on any principal amount due and owing but not paid on the date first due at the rate per annum equal to 13.4950%.

- (b) All payments of principal and interest on this Note will be made by check at 9930 East Progress Circle, Greenwood Village, CO 80111, or at such other place in the United States of America as Payee may designate to Maker in writing or by wire transfer of immediately available funds to an account as Payee may designate to Maker in writing. If any payment of principal of, or interest on, this Note becomes due on a day that is not a Business Day, such payment will be due on the next succeeding Business Day, and such extension of time shall be taken into account in calculating the amount of interest payable under this Note.
- (c) Maker may, without premium or penalty paid to Payee, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note, provided that each such prepayment is accompanied by accrued interest on the amount of principal prepaid calculated to the date of such prepayment. Any partial prepayments will be applied to installments of principal in inverse order of their maturity.
- (d) Maker may withhold and set off against any amount due on this Note, the amount of any claim for indemnification, to which Maker is entitled under the Purchase Agreement.

## 2. DEFAULTS

- (a) The occurrence of any one or more of the following events with respect to Maker will constitute an event of default under this Note (“Event of Default”):
  - (i) If Maker fails to pay when due any payment of principal of, or interest on, this Note and such failure continues for five (5) days after Payee notifies Maker of such failure to pay in writing; provided, however, that the exercise by Maker in good faith of its right of setoff pursuant to Paragraph 1(d) above and in accordance with the terms of the Purchase Agreement, whether or not ultimately determined to be justified, will not constitute an Event of Default.
  - (ii) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a “Bankruptcy Law”), Maker: (A) commences a voluntary case or proceeding; (B) consents to the entry of an order for relief against it in an involuntary case; (C) consents to the appointment of a trustee, receiver, assignee, liquidator, or similar official; (D) makes an assignment for the benefit of its creditors; or (E) admits in writing its inability to pay its debts as they become due.
  - (iii) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (A) is for relief against Maker in an involuntary case; (B) appoints a trustee, receiver, assignee, liquidator, or similar official for Maker or substantially all of Maker’s assets; or (C) orders the liquidation of Maker, and in each case the order or decree is not dismissed within 60 days.

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

### 3. MISCELLANEOUS

- (a) Waivers of Presentment, Demand, etc.. No delay or omission on the part of Payee in exercising any right under this Note will operate as a waiver of that right, or of any other rights under this Note. Presentment, demand, protest, notice of dishonor, and all other notices are waived by Maker.
- (b) Assignments and Successors. This Note may not be assigned or transferred by Payee without the prior written consent of Maker. Any purported assignment or transfer without such prior written consent will be void. Subject to the foregoing, this Note will inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and permitted assigns of Payee.
- (c) Attorneys’ Fees. If any legal action, arbitration proceeding or similar proceeding is brought for the enforcement or interpretation of this Agreement or any of its provisions, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys’ fees and costs, in addition to any other relief which may be granted. This shall apply, without limitation, to any appeals or remands.
- (d) Governing Law. All matters relating to or arising out of this Note will be governed by and construed and interpreted under the laws of the State of Colorado, without regard to conflicts-of-laws principles that would require the application of any other law.
- (e) Notices. Any notice required or permitted to be given under this Note shall be given in accordance with the “Notice” provisions in Section 11(h) of the Purchase Agreement.
- (f) Severability. If any provision of this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (g) Usury Savings. In no event will Payee be entitled to unearned or unaccrued interest or other charges or rebates, except as may be authorized by law; nor will Payee be entitled to or receive at any time any charges not allowed or permitted by law, or any interest in excess of the highest lawful rate. Any payments of interest in excess of the highest lawful rate will be credited by Payee on interest accrued or principal or both.

*(signature page follows)*

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

**GEE GROUP INC.,**  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

For: William Dan Dampier & Carol Lee Dampier

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