FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2018-09-04**
SEC Accession No. 0001144204-18-047834

SUBJECT COMPANY

Staffing 360 Solutions, Inc.

CIK:**1499717**| IRS No.: **680680859** | State of Incorp.:**NY** | Fiscal Year End: **1230**
Type: **SC 13D/A** | Act: **34** | File No.: **005-86738** | Film No.: **181052902**
SIC: **7363** Help supply services

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FILED BY

Jackson Investment Group, LLC

CIK:**1571267**| IRS No.: **205783109** | State of Incorp.:**GA**
Type: **SC 13D/A**

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934 (Amendment No. 5)*

Staffing 360 Solutions, Inc.
(Name of Issuer)

Common Stock, $0.00001 par value per share
(Title of Class of Securities)

095428108
(CUSIP Number)

Jackson Investment Group, LLC
2655 Northwinds Parkway
Alpharetta, GA 30009
Attention: Dennis J. Stockwell, General Counsel
770-643-5500
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

August 27, 2018
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. □

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Jackson Investment Group, LLC 20-5783109	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions) WC	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION State of Georgia, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER	
	8. SHARED VOTING POWER 2,074,204 (1)	
	9. SOLE DISPOSITIVE POWER	
	10. SHARED DISPOSITIVE POWER 2,074,204 (1)	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,074,204 (1)	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) ☐	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 38.6%(2)	
14.	TYPE OF REPORTING PERSON (see instructions) OO	

(1) Includes 905,508 shares which may be purchased upon exercise of that certain Amended and Restated Warrant Agreement, dated April 25, 2018 between Jackson Investment Group, LLC and Staffing 360 Solutions, Inc., as amended by that certain Amendment No. 1 to Amended and Restated Warrant Agreement, dated as of August 27, 2018 (the "A&R Warrant"), and which amended and restated that certain Warrant, dated January 26, 2017, between Jackson Investment Group, LLC and Staffing 360 Solutions, Inc., as amended by that certain Amendment 1 to Warrant Agreement, dated as of March 14, 2017 and that certain Amendment 2 to Warrant Agreement, dated as of April 5, 2017 (the "Amended Warrant").

(2) Based on 4,272,094 shares of Common Stock outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q filed on August 14, 2018, which reflects the 1 for 5 reverse stock split effected by the Company on January 3, 2018.

1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Richard L. Jackson	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions) AF[3] PF[4]	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER 144	
	8. SHARED VOTING POWER 2,074,204 [1]	
	9. SOLE DISPOSITIVE POWER 144	
	10. SHARED DISPOSITIVE POWER 2,074,204 [1]	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,074,349 [1]	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) ☐	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 38.6%[2]	
14.	TYPE OF REPORTING PERSON (see instructions) IN; HC	

(1) Includes 905,508 shares which may be purchased upon exercise of the A&R Warrant.

(2) Based on 4,272,094 shares of Common Stock outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q filed on August 14, 2018, which reflects the 1 for 5 reverse stock split effected by the Company on January 3, 2018.

(3) With respect to all shares other than the 144 shares referenced in footnote 4 that are reported herein.

(4) With respect to the 144 shares personally owned by Rick Jackson reported in lines 7 and 9 above.

EXPLANATORY NOTES

This Amendment No. 5 to Schedule 13D (this "Amendment No. 5") is being filed jointly by Jackson Investment Group, LLC ("JIG LLC") and Richard L. Jackson and amends the statement on the Schedule 13D that was originally filed jointly by JIG LLC and Richard L. Jackson with the Securities and Exchange Commission (the "Commission") on February 7, 2017 and was amended on March 23, 2017, April 7, 2017, August 8, 2017 and September 18, 2017 (the "Statement"), with respect to the common stock, par value $0.00001, of Staffing 360 Solutions, Inc. (the "Company").

This Amendment No. 5 amends the Statement as specifically set forth herein. Unless otherwise indicated herein, each capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the Statement. All share totals on this Amendment No. 5 reflect the 1 for 5 reverse stock split effected by the Company on January 3, 2018.

Item 3. Source or Amount of Funds or Other Consideration.

Item 3 of the Statement is hereby further amended to add the following paragraphs:

On August 27, 2018, JIG LLC acquired a $8,427,794 senior secured note of the Company (the "August 27, 2018 Note"). On August 27, 2018, JIG LLC acquired 192,000 shares of Common Stock as a commitment fee in connection with the acquisition by JIG LLC of the August 27, 2018 Note. A portion of the proceeds of the sale of the August 27, 2018 Note were used by the Company to complete its acquisition of 100% of the common shares of Key Resources Inc. ("KRI") pursuant to that certain Share Purchase Agreement with Pamela D. Whitaker (the "KRI Acquisition").

The August 27, 2018 Note is Exhibit 1 hereto, and is incorporated herein by reference.

The purchase of the August 27, 2018 Note was funded by JIG LLC through use of its working capital funds. The source of those funds was distributions or loans from its various subsidiaries.

Item 4. Purpose of the Transaction.

The response to Item 3 and Exhibit 1 is hereby incorporated herein.

Item 5. Interest in Securities of the Issuer.

The introduction of Item 5 of the Statement is hereby amended and restated in its entirety to read as follows:

The following disclosure assumes 4,272,094 shares of Common Stock outstanding as of June 30, 2018, as reported in the Issuer's Form 10-Q filed with the Commission on August 14, 2018.

Subparts (a) and (b) of Item 5 of the Statement are hereby amended and restated in their entirety to read as follows:

(a) Pursuant to Rule 13d-3 of the Securities Exchange Act, the Reporting Persons may be deemed to beneficially own 2,074,204 shares of Common Stock, which constitutes approximately 38.6% of the outstanding shares of Common Stock (assuming the exercise in full of the A&R Warrant held by the Reporting Persons as contemplated in Rule 13d-3). Of the shares deemed to be beneficially owned, 905,508 are not outstanding and consist of shares which may be acquired by JIG LLC pursuant to the A&R Warrant at any time prior to January 25, 2022. In addition to the 2,074,204 shares referenced above, Richard L. Jackson individually and beneficially owns 144 shares of Common Stock (which together with the 2,074,204 shares constitutes 38.6% of the outstanding shares of Common Stock of the Company). With the exception of the 144 shares personally owned, Richard L. Jackson disclaims beneficial ownership of all of the shares reported to be beneficially owned by him except to the extent of his pecuniary interest therein.

(b) The Reporting Persons share the power to vote and direct the disposition of 2,074,204 shares of Common Stock reported as being beneficially owned. Richard L. Jackson has the sole power to vote and direct the disposition of the 144 shares of Common Stock reported as being beneficially owned by him.

Subpart (c) of Item 5 is hereby further amended to add the following paragraph:

(c) On August 27, 2018, JIG LLC acquired the August 27, 2018 Note in the principal amount of $8,427,794. In connection with the acquisition of the August 27, 2018 Note, 192,000 shares of Common Stock of the Company were issued as a commitment fee. A portion of the proceeds of the sale of the August 27, 2018 Note were used by the Company to complete the KRI Acquisition by the Company.

In connection with the August 27, 2018 Note, JIG LLC and the Issuer amended that certain Amended and Restated Warrant, dated April 25, 2018 (which amended and restated the Amended Warrant) by entering into that certain Amendment No. 1 to the Amended and Restated Warrant Agreement, dated August 27, 2018 between the Company and JIG LLC. The A&R Warrant entitles JIG LLC to acquire up to 905,508 shares of Common Stock at $3.50 per share and may be exercised subject to the terms and conditions thereof, at any time before January 25, 2022. The A&R Warrant is Exhibit 2 hereto, and is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Statement is hereby further amended to add the following paragraphs:

The responses to Items 3 and 5 and Exhibits 1 through 2 are incorporated herein.

On August 27, 2018, JIG LLC entered into an additional financing transaction pursuant to a First Omnibus Amendment, Joinder and Reaffirmation Agreement, (the "First Omnibus Amendment") by and among JIG LLC, the Company and certain of its subsidiaries as guarantors (the "Subsidiary Guarantors"), which among other things amended that certain Amendment and Restated Note Purchase Agreement, dated as of September 15, 2017 between JIG LLC, the Company and certain of the Subsidiary Guarantors (as amended, the "A&R Note Purchase Agreement").

On August 27, 2018, in accordance with the terms of the First Omnibus Amendment, the Company issued to JIG LLC the August 27, 2018 Note in the aggregate principal amount of $8,427,794 which has a maturity date of September 15, 2020 and accrues interest at a rate of twelve percent (12%) per annum, due quarterly on January 1, April 1, July 1 and October 1 in each year, with the first such payment due on October 1, 2018. Interest on any overdue payment of principal or interest due under the August 27, 2018 Note will accrue at a rate per annum that is 5% in excess of the rate of interest otherwise payable thereunder. The Subsidiary Guarantors guaranteed to JIG LLC the prompt payment of the obligations of the Company owed to JIG LLC under the First Omnibus Amendment, including the repayment of the August 27, 2018 Note. A portion of the proceeds of the sale of the August 27, 2018 Note were used to fund the KRI Transaction. The First Omnibus Amendment is Exhibit 3 hereto and is incorporated herein by reference.

The Company may prepay the amounts due on the August 27, 2018 Note in whole or in part from time to time, without penalty or premium, subject to the conditions set forth in the A&R Note Purchase Agreement, and such prepayments, depending on the timing of the prepayments, may result in a discount on the principal amount to be prepaid as set forth in the A&R Note Purchase Agreement.

The Company paid a closing fee of $319,000 in connection with its entry into the First Omnibus Amendment and agreed to issue 192,000 shares of the Company's Common Stock as a closing commitment fee.

The obligations of the Company under the August 27, 2018 Note are secured by liens on and security interests in substantially all of the personal property (other than accounts receivable) of the Company and certain domestic subsidiaries of the Company (the "Borrowers"), pursuant to the terms of the Intercreditor Agreement (as defined below).

The foregoing descriptions of the First Omnibus Amendment and the August 27, 2018 Note do not purport to be complete and are qualified in their entirety by reference to the full text of the First Omnibus Amendment and the August 27, 2018 Note (respectively).

In connection with the Company's entry into the First Omnibus Amendment and issuance of the August 27, 2018 Note, on August 27, 2018, JIG LLC, Midcap Financial Trust ("MidCap"), the Company and certain subsidiaries of the Company entered into a First Amendment to Intercreditor Agreement ("First Amendment to Intercreditor Agreement") to reflect the issuance of the August 27, 2018 Note.

The foregoing description of the First Amendment to Intercreditor Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the First Amendment to Intercreditor Agreement, a copy of which is attached hereto as Exhibit 4 and incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits.

Item 7 of the Statement is hereby further amended to add the following exhibits:

Exhibit 1	12% Senior Secured Note Due September 15, 2020, dated August 27, 2018, by and between the Company and JIG LLC
Exhibit 2	Amendment No. 1 to the Amended and Restated Warrant Agreement, dated August 27, 2018 between the Company and JIG LLC
Exhibit 3	First Omnibus Amendment, Joinder and Reaffirmation Agreement, dated August 27, 2018 by and among JIG LLC, the Company the Subsidiary Guarantors
Exhibit 4	First Amendment to Intercreditor Agreement, dated August 27, 2018, by and among Company, certain subsidiaries of Company, MidCap and JIG LLC
Exhibit 5	Joint Filing Agreement dated February 6, 2017 (attached as Exhibit 99.6 to the Schedule 13D filed by the Reporting Persons (File No. 005-86738) with the Commission on February 6, 2017 and incorporated herein by reference)

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: September 4, 2018

JACKSON INVESTMENT GROUP, LLC

By: /s/ Jackson Investment Group, LLC, by Richard L. Jackson, CEO
Richard L. Jackson, Chief Executive Officer

Date: September 4, 2018

RICHARD L. JACKSON

/s/ Richard L. Jackson

Exhibit 1

THIS NOTE HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT. THIS NOTE MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

12% SENIOR SECURED NOTE DUE SEPTEMBER 15, 2020

$8,427,794 August 27, 2018

FOR VALUE RECEIVED, the undersigned, STAFFING 360 SOLUTIONS, INC., a Delaware corporation (the "Company"), hereby promises to pay to JACKSON INVESTMENT GROUP, LLC (together with its successors and assigns, the "Purchaser"), the principal sum of Eight Million Four Hundred Twenty-Seven Thousand Seven Hundred Ninety-Four Dollars ($8,427,794) on September 15, 2020 (or such earlier date upon any acceleration of this Note as provided for herein, the "Maturity Date"), together with interest (computed on the basis of a 360-day year of twelve 30 day months) (a) on the unpaid balance hereof at the rate of twelve percent (12.00%) per annum, accruing from and after the date hereof and until the entire principal balance of this 12% Senior Secured Note (this "Note") shall have been repaid in full, and (b) to the extent permitted by law, on any overdue payment of principal or interest, at a rate per annum from time to time equal to five percent (5%) in excess of the rate of interest otherwise payable hereunder.

Payments of principal, interest and any other amount due with respect to this Note are to be made in lawful money of the United States of America at the address of the Purchaser as specified in Section 10.1 of the Purchase Agreement (defined below) or at such other place as shall have been designated by the Purchaser by written notice from the Purchaser to the Company.

This Note has been issued pursuant to that certain Amended and Restated Note Purchase Agreement, dated as of September 15, 2017, among the Company, the Subsidiary Guarantors party thereto and the Purchaser, as amended by that certain First Omnibus Amendment, Joinder and Reaffirmation Agreement dated as of the date hereof (as so amended and as the same may be further amended, restated supplemented or modified from time to time, the "Purchase Agreement"), and is entitled to the benefits thereof and is secured by and entitled to the benefits of the Security Documents and is guaranteed by each of the Subsidiary Guarantors pursuant to the guaranty provided for in Article 4 of the Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Purchase Agreement.

This Note is a registered Note and, as provided in the Purchase Agreement, upon surrender of this Note for registration of transfer, accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount (less any principal amount repaid prior to such transfer in accordance with the Purchase Agreement) will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary. The transfer or assignment of this Note by the Purchaser is subject to the provisions of Section 10.5 of the Purchase Agreement, and so long as no Default or Event of Default exists, the consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned).

This Note is subject to optional prepayment, in whole or from time to time in part, without penalty or premium, subject to the notice and other requirements as provided in Section 2.3(b) of the Purchase Agreement. Subject to certain conditions and limitations as set forth in Section 2.3(c) of the Purchase Agreement, under certain circumstances a portion of the principal balance of this Note may be forgiven by the Purchaser in an amount and to the extent provided for in Section 2.3(c) of the Purchase Agreement.

All accrued and unpaid interest on the outstanding principal balance of this Note shall be due and payable quarterly on January 1, April 1, July 1 and October 1 in each year on and after the date hereof (with the first such quarterly payment due on October 1, 2018 to include interest accruing from the Closing Date) and on the Maturity Date, provided that upon any prepayment of this Note or any portion thereof, accrued and unpaid interest shall be payable with respect to the principal amount of this Note so prepaid on such date of prepayment. Any overdue or default interest on this Note shall be due and payable on demand.

If an Event of Default occurs and is continuing, the principal of this Note and accrued interest on this Note may be accelerated and declared or otherwise become due and payable in the manner and with the effect provided in the Purchase Agreement.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS). THE TERMS OF SECTIONS 10.12 AND 10.13 OF THE PURCHASE AGREEMENT WITH RESPECT TO SUBMISSION TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE COMPANY AGREES TO SUCH TERMS.

In no event shall the amount or rate of interest due and payable under this Note exceed the maximum amount or rate of interest allowed by Applicable Law and, in the event any such excess payment is made by the Company or received by Purchaser, such excess sum shall be credited as a payment of principal or, if no principal shall remain outstanding, shall be refunded to the Company. It is the express intent hereof that Company shall not pay and Purchaser not receive, directly or indirectly or in any manner, interest in excess of that which may be lawfully paid under Applicable Law.

The Company hereby waives presentment, demand, protest or notice of any kind in connection with this Note. Time is of the essence of this Note.

STAFFING 360 SOLUTIONS, INC.

By: /s/ Brendan Flood
Name: Brendan Flood
Title: President and Chief Executive Officer

[Signature page to 12% Senior Secured Promissory Note due September 15, 2020]

Exhibit 2

AMENDMENT NO. 1
to
AMENDED AND RESTATED WARRANT AGREEMENT

THIS AMENDMENT NO. 1 dated August 27, 2018 (this "Amendment") amends the Amended and Restated Warrant Agreement, dated as of April 25, 2018, and is by and between **Staffing 360 Solutions, Inc.,** a Delaware corporation (the "Company"), and **Jackson Investment Group, LLC,** a Georgia limited liability company (together with its successors and assigns, the "Holder").

WHEREAS, on April 25, 2018, the Company and Holder entered into an Amended and Restated Warrant Agreement (the "Warrant"), which entitled Holder to purchase 905,508 shares of the Company's common stock, par value $0.00001 per share ("Common Stock"), at an exercise price of $5.00 per share (each subject to adjustment as provided in the Warrant); and

WHEREAS, in connection with the Holder's execution of that certain First Omnibus Amendment, Joinder and Reaffirmation Agreement among the Company, its subsidiary guarantors and Holder, of even date herewith, the parties desire to amend the Warrant to decrease the Exercise Price of the Warrant Exercise Shares.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree that the Warrant shall be amended as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Warrant.

2. Section 3.1 of the Warrant shall be amended and restated in its entirety to read as follows:

Section 3.1 Exercise Price. The Warrant shall entitle the Registered Holder thereof, subject to the provisions of this Amended and Restated Agreement, the right to purchase from the Company up to 905,508 shares of Common Stock at the price of $3.50 per share, subject to adjustment from time to time as provided in Article IV (the "Exercise Price").

3. This Amendment may be executed in any number of original or facsimile or electronic PDF counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Intentionally blank – signatures on next page]

IN WITNESS WHEREOF, this Amendment has been duly executed by the undersigned parties hereto, effective as of the date first above written.

COMPANY:
STAFFING 360 SOLUTIONS, INC.

By: /s/ Brendan Flood
Brendan Flood
President and Chief Executive Officer

Accepted and agreed:

JACKSON INVESTMENT GROUP, LLC

By: /s/ Douglas B. Kline
Douglas B. Kline, Chief Financial Officer

[Signature Page to Amendment No. 1 to Amended and Restated Warrant Agreement]

Exhibit 3

FIRST OMNIBUS AMENDMENT, JOINDER AND REAFFIRMATION AGREEMENT

THIS FIRST OMNIBUS AMENDMENT, JOINDER AND REAFFIRMATION AGREEMENT (this "***Agreement***"), dated as of August 27, 2018, is by and among Staffing 360 Solutions, Inc. (the "***Company***"), Faro Recruitment America, Inc. ("***Faro***"), Monroe Staffing Services, LLC ("***Monroe***"), Staffing 360 Georgia, LLC, a Georgia limited liability company ("***S360 Georgia***"), and Lighthouse Placement Services, Inc. ("***Lighthouse***" and together with each of Faro, Monroe, S360 Georgia, collectively, the "***Original Subsidiary Guarantors***"), Key Resources, Inc., a North Carolina corporation (the "***New Subsidiary Guarantor***"; together with the Company and the Original Subsidiary Guarantors referred to herein collectively as the "***Obligors***"), and Jackson Investment Group, LLC (the "***Purchaser***").

WHEREAS, the Company, the Original Subsidiary Guarantors and the Purchaser are parties to that certain Note and Warrant Purchase Agreement, dated as of September 15, 2017 (the "***Original Purchase Agreement***"; as amended by this Agreement and as the same may hereafter further be amended, restated, supplemented or otherwise modified from time to time, the "***Purchase Agreement***"; capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Purchase Agreement), pursuant to which the Company issued (i) that certain 12% Senior Secured Promissory Note, dated September 15, 2017, in the principal amount of $40,000,000 (as amended, restated, supplemented or otherwise modified from time to time, the "***Original Senior Note***") to the Purchaser in exchange for the purchase price therefore;

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Company desires to issue a new 12% Senior Secured Promissory Note dated the date hereof in the principal amount of $8,427,794 (as amended, supplemented, restated or otherwise modified from time to time, the "***New Senior Note***") pursuant to the terms of the Purchase Agreement, and for which $8,108,794 of the purchase price proceeds thereof will be used by the Company to pay the purchase price due to seller under the Key Resources Acquisition Agreement (as defined below);

WHEREAS, the obligations of the Company and the other Obligors under the New Senior Note, the Original Senior Note and the Purchase Agreement are and shall be secured by (i) that certain Amended and Restated Security Agreement, dated as of September 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"), by and among the Obligors and the Purchaser, (ii) that certain Amended and Restated Pledge Agreement, dated as of September 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "***Pledge Agreement***"), and (iii) each other Security Document; and

WHEREAS, the parties desire to enter into this Agreement to, among other things, (i) evidence Purchaser's consent to the Key Resources Acquisition, (ii) join the New Subsidiary Guarantor as (A) a new "Subsidiary Guarantor" and "Obligor" under the Purchase Agreement, including, without limitation, under the guaranty provided for in Article 4 thereof, (B) a new "Pledgor" and "Pledged Entity" under the Pledge Agreement, and (C) as a new "Subsidiary Guarantor" and "Debtor" under the Security Agreement, (iii) provide that the obligations of the Company in respect of the New Senior Note, together with the Original Senior Note and all other "Obligations" as such term is defined in the Purchase Agreement, are and at all times hereafter shall continue to be guaranteed by the Subsidiary Guarantors pursuant to Article 4 of the Purchase Agreement and secured by the liens and security interests granted by the Obligors pursuant to the Security Agreement and the Pledge Agreement, as amended hereby, and (iv) amend certain provisions of the Purchase Agreement, the Security Agreement and the Pledge Agreement, in each case as provided below in this Agreement.

NOW THEREFORE, in order to induce the Purchaser to purchase the New Senior Note and make available to the Borrower the proceeds thereof in accordance with the terms thereof and of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchaser Consent to Key Resources Acquisition and Seller Debt. Subject to the terms and conditions hereof, including, without limitation, satisfaction (or waived in writing by Purchaser in its sole discretion) of each of the conditions set forth in Section 6 below, the Purchaser hereby consents to the Key Resources Acquisition (as defined below) and Key Resources Seller Debt (as defined below). Pursuant to this limited consent, the Key Resources Acquisition shall be deemed to be "Permitted Acquisition" under the Purchase Agreement and the Key Resources Seller Debt shall be deemed to be "Subordinated Debt" under the Purchase Agreement.

2. Joinder. Subject to the satisfaction of the conditions precedent set forth in Section 6 hereof:

(a) New Subsidiary Guarantor hereby joins in, assumes, adopts and becomes party to (i) the Purchase Agreement as an additional "Subsidiary Guarantor" and "Obligor" thereunder, including without limitation, the guaranty provided for in Article 4 of the Purchase Agreement, (ii) the Pledge Agreement as an additional "Pledgor" and "Pledged Entity" thereunder, and (iii) the Security Agreement as an additional "Subsidiary Guarantor" and "Debtor" thereunder. All references to "Subsidiary Guarantors" or "Obligors" contained in the Note Documents are hereby deemed for all purposes to also refer to and include New Subsidiary Guarantor, and New Subsidiary Guarantor hereby agrees to comply with all of the terms and conditions of the Note Documents as if New Subsidiary Guarantor was an original signatory thereto.

(b) Without limiting the generality of the provisions of subparagraph (a) above, New Subsidiary Guarantor is hereby jointly and severally liable, along with all other Obligors, for all existing and future Obligations pursuant to the guaranty set forth in Article 4 of the Purchase Agreement.

3. Amendments to the Purchase Agreement.

A. Section 1.1 if hereby amended by amending and restating the following defined terms in their entity with the applicable definitions set forth below:

"Closing" means, collectively or individually, as context may require, the Original Closing and the Second Closing.

"Closing Date" means, collectively or individually, as context may require, the Original Closing Date and the Second Closing Date.

"Existing Warrant Agreement" shall mean that certain Warrant Agreement, dated January 26, 2017, by and between the Purchaser and the Company, as amended and restated by that certain Amended and Restated Warrant Agreement dated as of April 25, 2018, and as further amended, restated, supplemented or modified from time to time.

"MidCap Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the date hereof, among the Purchaser, the MidCap Senior Agent, the Company and the Domestic Guarantors party thereto, as amended by that certain First Amendment to Intercreditor Agreement dated as of the Second Closing Date, and as further amended, restated, supplemented or otherwise modified from time to time.

"Obligations" shall mean all present and future debt, liabilities and obligations of the Company owing to the Purchaser, or any Person entitled to indemnification hereunder, or any of their respective successors, permitted transferees or permitted assigns, arising under or in connection with this Agreement, the Senior Notes or any other Note Document.

"Pay Proceeds Letter" means (i) in respect of the Original Senior Note, that certain Pay Proceeds Letter, dated the Original Closing Date, executed by the Company and addressed to the Purchaser, and (ii) in respect of the New Senior Note, the Second Pay Proceeds Letter.

"Senior Note" means, collectively or individually, as the context may require, the Original Senior Note and the New Senior Note.

"Transaction Documents" means collectively, this Agreement, the Original Senior Note, the New Senior Note, the Security Documents, the Warrant Documents, the MidCap Intercreditor Agreement, the Pay Proceeds Letter, together with any other guaranty now or hereafter executed by any Obligor in favor of the Purchaser, and all consents, notices, documents, certificates and instruments heretofore, now or hereafter executed by or on behalf of any Obligor, and delivered to the Purchaser in connection with this Agreement, the Security Documents, the Warrant or the transactions contemplated thereby, each as amended, restated, supplemented or otherwise modified from time to time.

B. Section 1.1 of the Purchase Agreement is hereby further amended by adding the following new definitions in appropriate alphabetical order:

"First Omnibus Agreement" means that certain First Omnibus Amendment, Joinder and Reaffirmation Agreement, dated as of the Second Closing Date, by and among the Obligors and the Purchaser as may be amended, restated, supplemented or otherwise modified from time to time.

"Key Resources" means Key Resources, Inc., a North Carolina corporation.

"Key Resources Acquisition" means the acquisition by Monroe of all of the outstanding capital stock of Key Resources, pursuant to the Key Resources Acquisition Agreement, whereupon Key Resources will become a wholly-owned Subsidiary of Monroe.

"Key Resources Acquisition Agreement" means that certain Share Purchase Agreement dated on or about the Second Closing Date, among Key Seller, the Company and Monroe, together with all schedules, annexes and exhibits thereto, pursuant to which Monroe is acquiring from Seller all of the outstanding shares of Target.

"Key Resources Acquisition Documents" means, collectively, the Key Resources Acquisition Agreement and all other agreements, documents and instruments executed and delivered by the Company and/or Monroe to the Key Seller in connection with the Key Resources Acquisition.

"Key Resources Seller Debt" means, collectively, (i) the $2,027,198 payment (subject to adjustment as set forth in Section 1.04 of the Key Resources Acquisition Agreement) payable to Key Seller on the first anniversary of the Key Resources Acquisition Agreement and (ii) the $2,027,198 payment (subject to adjustment as set forth in Section 1.04 of the Key Resources Acquisition Agreement) payable to Key Seller on the second anniversary of Key Resources Acquisition Agreement, in each case subject to the terms and conditions of the Key Resources Acquisition Agreement as in effect on the Second Closing Date.

"Key Seller" means Pamela D. Whitaker.

"Monroe" has the meaning as set forth in the first recitals to this Agreement.

"New Senior Note" shall mean that certain 12% Senior Secured Promissory Note, dated the Second Closing Date, in the principal amount of Eight Million Four Hundred Twenty-Seven Thousand Seven Hundred Ninety-Four Dollars ($8,427,794) issued by the Company to the Purchaser on the Second Closing Date pursuant to Section 2.1(b), and each other senior promissory note now or hereafter delivered to the Purchaser in substitution, replacement or exchange thereof, in each case as amended, restated, supplemented or modified from time to time pursuant to the provisions of this Agreement.

"Original Senior Note" has the meaning assigned to such term in the First Omnibus Agreement.

"Second Closing" shall mean the closing of the purchase and sale of the New Senior Note, and the payment of the Second Purchase Price therefor, as contemplated by this Agreement and the other Transaction Documents.

"Second Closing Date" shall mean the date upon which all conditions in Section 6 of the First Omnibus Agreement have been satisfied (or waived in writing by Purchaser in its sole discretion) and the Second Closing has occurred.

"Second Pay Proceeds Letter" means that certain Second Pay Proceeds Letter, dated the Second Closing Date, executed by the Company and addressed to the Purchaser

C. Section 2.1 of the Purchase Agreement is hereby amended by adding a new subsection (b) immediately at the end thereof to read in its entirety as follows:

"(b) Purchase and Sale of New Senior Note. The Company hereby agrees to sell to the Purchaser and, subject to the terms and conditions set forth herein and in reliance upon the representations and warranties of the Company contained herein, Purchaser agrees to purchase from the Company the New Senior Note for an aggregate total purchase price of Eight Million Four Hundred Twenty-Seven Thousand Seven Hundred Ninety-Four Dollars ($8,427,794) (the "Second Purchase Price"), subject to the conditions as provided below in this Section and to the satisfaction of each of the conditions precedent set forth in Section 6 of the First Omnibus Agreement, to be paid in a single advance in the amount of the Second Purchase Price (the "Second Advance") on the Second Closing Date, as provided in the immediately succeeding sentence. Upon satisfaction of all conditions to the Second Closing set forth in Section 6 of the First Omnibus Agreement, at the Second Closing the Purchaser shall pay the Second Advance to the Company by wire transfer pursuant to the instructions of the Company as set forth in the Second Pay Proceeds Letter; provided that $319,000 of the Second Advance shall be retained by the Purchaser and applied by the Purchaser to (i) the payment of a non-refundable commitment fee in the amount of $280,000 which is due and payable by the Company to the Purchaser in connection with the making of the Second Advance and which is fully earned by the Purchaser on the Second Closing Date, and (ii) reimbursement of out-of-pocket fees and expenses (including reasonable attorney fees') incurred by the Purchaser in connection with the Second Advance and related transactions. The Company acknowledges that the payment amounts described in the immediately preceding proviso shall be fully earned and non-refundable when paid on the Second Closing. For the avoidance of doubt, if the conditions precedent set forth in Section 6 of the First Omnibus Agreement are not satisfied (or waived in writing by Purchaser in its sole discretion), then Purchaser shall be under no obligation to purchase the New Senior Note and pay the Second Purchase Price and, in such case, Purchaser shall return to the Company the New Senior Note, which shall not be considered issued and outstanding unless and until the Second Closing has occurred (as evidenced by payment of the Second Advance to the Company as provided above in this Section 2.1(b) on the Second Closing Date).

D. For the avoidance of doubt, the parties hereto acknowledge and agree that (i) the prepayment incentive provisions in Section 2.3(c) of the Purchase Agreement shall apply in the case of optional prepayments of either the Original Senior Note or the New Senior Note and (ii) to qualify for any prepayment incentive provided for in Section 2.3(c) of the Purchase Agreement, such prepayment must be made in cash and the Company must identify which Senior Note is the subject of such prepayment, and such prepayment must satisfy all of the other required terms and conditions set forth in Section 2.3(c) to qualify for any such incentive discount.

E. Section 7.14 of the Purchase Agreement is amended to include the New Commitment Fee Shares (as defined below), such that all references in said Section to the Commitment Fee Shares shall be deemed to refer to both the Commitment Fee Shares as defined in the Original Purchase Agreement and the New Commitment Fee Shares.

4. Amendments to Security Documents.

A. The Security Agreement is hereby amended as follows: (a) the term "Secured Obligations" as defined in the Security Agreement shall be deemed to include, without limitation, the following additional obligations (i) all obligations, covenants, agreements and liabilities, of the Company and the other Obligors (including, without limitation, the New Subsidiary Guarantor) under the Transaction Documents (including, without limitation, the New Senior Note), and (ii) the obligation of the Company to pay all amounts when due under the New Senior Note and the other Transactions Documents including, without limitation, all principal, accrued interest, fees and other amounts, (b) all references in the Security Agreement to the "Note" shall be deemed to refer to both the Original Note and the New Senior Note and (c) all references in the Security Agreement to the "Note Documents" shall be deemed to refer to the Transaction Documents as defined in the Purchase Agreement as amended hereby.

B. The Pledge Agreement is hereby amended as follows: (a) the term "Secured Obligations" as defined in the Pledge Agreement shall be deemed to include, without limitation, the following additional obligations (i) all obligations, covenants, agreements and liabilities, of the Company and the other Obligors (including, without limitation, the New Subsidiary Guarantor) under the Transaction Documents (including, without limitation, the New Senior Note and (ii) the obligation of the Company to pay all amounts when due under the New Senior Note and the other Transactions Documents including, without limitation, all principal, accrued interest, fees and other amounts, (b) all references in the Pledge Agreement to the "Note" shall be deemed to also refer to the both the Original Senior Note and the New Senior Note and (c) all references in the Pledge Agreement to the "Note Documents" shall be deemed to refer to the Transaction Documents as defined in the Purchase Agreement as amended hereby.

C. The Pledge Agreement is further amended by adding the additional Pledged Interests identified on Schedule 1 attached hereto and made a part hereof to Schedule I to the Pledge Agreement.

5. Reaffirmation. Each of the Original Obligors hereby reaffirms (a) all of its obligations under the Transaction Documents, and agrees that this Agreement (including, without limitation, the joinder in Section 2 hereof) and all documents, agreements and instruments executed in connection herewith do not operate to reduce or discharge any Obligor's obligations under the Transaction Documents, and (b) the continuing security interests in its respective assets granted in favor of the Purchaser pursuant to the Security Documents. Each of the Obligors hereby (i) acknowledges and consents to the joinder provided for in Section 2 hereof, and the execution, delivery and performance of this Agreement, the New Senior Note and the Intercreditor Amendment (as defined below), (ii) acknowledges and agrees that its guarantee of the Obligations includes, without limitation, all principal, interest, fees and other amounts now or hereafter due by the Company under the New Senior Note and the other Transaction Documents, (iii) ratifies all the provisions of, and reaffirms its obligations under, the guarantee set forth in Article 4 of the Purchase Agreement and each other Transaction Document to which it is a party and confirms that all provisions of each such document are and shall remain in full force and effect in accordance with its terms, and (iv) reaffirms the continuing security interests in its assets granted in favor of the Purchaser pursuant to the Security Documents.

6. Conditions Precedent: This Agreement shall not become effective until and the obligations of the Purchaser to purchase the New Senior Note and pay the Second Purchase Price therefore are subject to satisfaction (or waiver by the Purchaser in its sole discretion, which such waiver must be in writing signed by Purchaser and specifically reference this Section 6) of each of the following conditions:

A. No Injunction, etc. No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened (in writing) or proposed before any court, governmental agency or legislative body to enjoin, restrain, or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the New Senior Note or the consummation of the Key Resources Acquisition contemplated hereby or thereby, or which, in Purchaser's sole discretion, would make it inadvisable to consummate the transactions contemplated by this Agreement, the New Senior Note or the Key Resources Acquisition.

B. Documentation. The Purchaser shall have received, on or prior to the Second Closing Date, the following, each in form and substance satisfactory to the Purchaser and its counsel:

(i) counterparts of this Agreement duly executed by each Obligor (including the New Subsidiary Guarantor);

(ii) the New Senior Note in the principal amount of Eight Million Four Hundred Twenty-Seven Thousand Seven Hundred Ninety-Four Dollars ($8,427,794) duly executed and issued by the Company to the Purchaser;

(iii) the Second Pay Proceeds Letter, dated the date hereof (the "***Second Pay Proceeds Letter***") duly executed by the Company, directing application of the proceeds of the funded Second Purchase Price;

(iv) a counterpart of the Amendment No. 1 to the Existing Warrant Agreement, duly executed by the Company; and

(v) a counterpart of a Collateral Assignment of Acquisition Documents, duly executed by the Company and Monroe.

C. Issuance of New Commitment Fee Shares. The Company shall have instructed its stock transfer agent to reflect the issuance of the New Commitment Fee Shares (defined below) to the Purchaser on the Second Closing Date and to deliver a share certificate to the Purchaser as required pursuant to Section 10 of this Agreement, and the Purchaser shall have received copies of said instructions, in form and substance reasonably satisfactory to it;

D. MidCap Approval.

(i) Purchaser and MidCap Funding X Trust shall have entered into that certain First Amendment to Intercreditor Agreement, in a form and substance satisfactory to the Purchaser in its sole discretion.

(ii) Purchaser shall have entered into that certain Amendment No. 10 and Joinder Agreement to Credit and Security Agreement, among the Company the other Obligors party thereto and MidCap Funding X Trust, in a form and substance substantially as the form furnished to the Purchaser prior to the Closing Date.

E. No Material Adverse Effect. No Material Adverse Effect has occurred since December 31, 2017.

F. No Default, Etc. No Default or Event of Default shall exist.

G. Representations Accurate. All representations and warranties made by the Obligors contained herein or in any other Transaction Document shall be true and correct in all material respects on and as of the Second Closing Date. In addition to the foregoing, the Obligors hereby represent and warrant to the Purchaser that (i) since the Original Closing Date, no material default, breach or other violation has occurred under or with respect to any Material Contract (including, without limitation, the Existing Senior Secured Debt Documents), and (ii) no material default, breach or other violation shall arise under any Material Contract (including, without limitation, the Existing Senior Secured Debt Documents) as a result of the Obligors' execution, delivery and performance of the New Senior Note, this Agreement and the other Transaction Documents, including, without limitation, the incurrence of indebtedness under the Existing Senior Debt Documents and the consummation of the Key Resources Acquisition.

H. Lien Searches. Purchaser shall have received UCC, tax, judgment and lien search results with respect to Key Resources and the "Seller" as defined under the Key Resources Acquisition Agreement, from all appropriate jurisdictions and filing offices as requested by the Agent, with results satisfactory to the Agent, together with executed originals of such termination statements, releases and cancellations of mortgages required by the Agent in connection with the removal of any Liens (other than Permitted Liens) against the assets of Key Resources and the assets and equity interests being acquired pursuant to the Key Resources Acquisition Agreement.

I. Secretary's Certificates. Purchaser shall have received a Secretary Certificate for the Company and Key Resources, together with attached copies of the certificate of formation, organization or jurisdictional equivalent of each such Person and all amendments thereto certified to be true and complete as of a recent date by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, together with the bylaws, operating agreement or equivalent document, in each case, certified by the relevant secretary or manager of such Person as of a recent date; and (b) good standing certificates or jurisdictional equivalent for each such Person, issued by the relevant Secretary of State and or equivalent governmental authority in which such Person is organized, in each case as of a recent date; (c) a copy of resolutions adopted by the governing board of the Company and each Subsidiary Guarantor (including the New Subsidiary Guarantor), authorizing the execution, delivery and performance of this Agreement, the New Senior Note (in the case of the Company), the Key Resources Acquisition Documents and other related transaction documents, which in the case of the New Subsidiary Guarantor shall include approval of this Agreement and all other Note Documents; and (d) specimen signatures of the officers or members of the Company and Key Resources executing the Agreement and the other Transaction Documents, certified as genuine by the relevant secretary or manager of such Person. The Secretary Certificate of the Company shall attach and certify as true, correct and complete copies of all of the Key Resource Acquisition Documents.

J. Opinions. Purchaser shall have received a favorable legal opinion of North Carolina counsel to the Company covering such matters relating to the transactions contemplated hereby as Purchaser may reasonably request, and in form and scope reasonably satisfactory to Purchaser and its counsel.

K. Consummation of Key Resources Acquisition. Substantially contemporaneously with the funding of the Second Purchase Price by the Purchaser, the Key Resources Acquisition shall have been consummated on the Second Closing Date in accordance with the Key Resources Acquisition Documents.

On the Second Closing Date, the Company hereby authorizes the Purchaser to deduct from the proceeds of the Second Advance, the commitment fee and the other fees and expenses as specified in Section 3(C) above of this Agreement, and to disburse the balance of the Second Advance as per the instructions set forth in the Second Pay Proceeds Letter.

7. Release. The Obligors hereby remise, release, acquit, satisfy and forever discharge the Purchaser and its respective agents, employees, officers, directors, predecessors, attorneys and all others acting or purporting to act on behalf of or at the direction of the Purchaser of and from any and all manner of actions, causes of action, suit, debts, accounts, covenants, contracts, controversies, agreements, variances, damages, judgments, claims and demands whatsoever, in law or in equity, which any of such parties ever had or now has against the Purchaser and its respective agents, employees, officers, directors, attorneys and all persons acting or purporting to act on behalf of or at the direction of the Purchaser ("***Releasees***"), for, upon or by reason of any matter, cause or thing whatsoever arising from, in connection with or in relation to any of the Transaction Documents (including this Agreement) through the date hereof; provided, that the foregoing clause shall not apply to a Releasee in the event of fraud or willful misconduct of the such Releasee. Without limiting the generality of the foregoing, the Obligors waive and affirmatively agree not to allege or otherwise pursue any defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights they do, shall or may have as of the date hereof, including, but not limited to, the rights to contest any conduct of the Purchaser or other Releasees on or prior to the date hereof; provided, that the foregoing clause shall not apply to a Releasee in the event of fraud or willful misconduct of such Releasee.

8. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic transmissions, e.g. .pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9. This Agreement shall be deemed and shall constitute a "Note Document" and "Transaction Document" as such terms are defined in the Purchase Agreement. Except as modified and amended herein, the Purchase Agreement, the Security Agreement and the Pledge Agreement remain in full force and effect.

10. Additional Covenants.

(a) Commitment Fee Shares. The Company hereby covenants and agrees that it shall issue to the Purchaser on the Second Closing Date one hundred ninety-two thousand (192,000) shares of the Company's Common Stock (the "New Commitment Fee Shares") as an additional closing commitment fee, which fee shall be fully earned on the Second Closing Date. Such shares shall be issued in the name of the Purchaser on the Second Closing Date and the related share certificate shall be delivered to the Purchaser not later than five (5) days after the Second Closing Date. The Commitment Fee Shares shall be evidenced by an original share certificate duly executed, and validly issued and delivered by the Company to the Purchaser, representing 192,000 shares of Common Stock of the Company (the "Shares"). Such Share certificate shall contain any restrictive legend comparable to the legend in Section 6.13(e)(i) of the Purchase Agreement, provided however, the Company shall promptly cause such legend to be removed at any time that there is an effective registration statement covering the resale of such Shares. The Purchaser agrees that it shall return such Share certificate to the Company for its prompt inclusion of a restrictive legend comparable to the legend in Section 6.31(e)(i) if the Company provides written notice to the Purchaser that the registration statement referenced in Section 7.14 has ceased to be effective under applicable SEC rules and regulations. The Purchaser further agrees that (i) any sales of the Shares pursuant to an effective registration statement shall be made in accordance with the plan of distribution of such registration statement and (ii) shall comply with all prospectus delivery requirements.

(b) Delivery of Pledged Share Certificate and Stock Power re Key Resources. The Company hereby covenants and agrees that not later than three (3) Business Days after the Second Closing Date, it shall deliver to Purchaser (i) an original stock certificate duly executed by Key Resources representing Monroe's ownership of all of the outstanding shares of stock of Key Resources, and (ii) an original undated a stock transfer power executed in blank by Monroe, and in form and substance reasonably satisfactory to Purchaser.

11. Private Placement Representations.

Purchaser agrees that the Shares are being acquired for investment and that Purchaser will not offer, sell or otherwise dispose of the Shares except under circumstances which will not result in a violation of the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws. In addition, in connection with the issuance of the Shares, Purchaser specifically represents to the Company by acceptance or issuance of the Shares, as follows:

(a) Purchaser is aware of the Company's business affairs and financial condition, and has acquired information about the Company sufficient to reach an informed and knowledgeable decision to acquire the Shares. Purchaser is acquiring the Shares for its own account for investment purposes only and not with a view to, or for the resale in connection with, any "distribution" thereof in violation of the Securities Act;

(b) Purchaser understands that the Shares have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein;

(c) Purchaser further understands that the Shares must be held indefinitely unless subsequently registered under the Securities Act and qualified under any applicable state securities laws, or unless exemptions from registration and qualification are otherwise available. Purchaser is aware of the provisions of Rule 144, promulgated under the Securities Act; and

(d) Purchaser is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act.

12. Grant and Reaffirmation of Security Interest.

(a) Consistent with the intent of the parties and in consideration of the accommodations set forth herein, as further security for the prompt payment in full of all Obligations, and without limiting any other grant of a Lien and security interest in any Security Document, New Subsidiary Guarantor hereby assigns and grants to Purchaser a continuing first priority Lien (subject to Permitted Liens) on and security interest in, upon, and to the now owned and hereafter acquired Collateral set forth on Exhibit A attached hereto and made a part hereof in which New Subsidiary Guarantor has rights. New Subsidiary Guarantor hereby authorizes Purchaser to file UCC-1 financing statements against New Subsidiary Guarantor covering the Collateral owned by New Subsidiary Guarantor in such jurisdictions as Purchaser shall deem necessary, prudent or desirable to perfect and protect the liens and security interests granted to Purchaser hereunder.

(b) Each of the Company and the Original Subsidiary Guarantors confirms and agrees that: (i) all security interests and liens granted to Purchaser continue in full force and effect, and (ii) all Collateral remains free and clear of any liens other than liens in favor of Purchaser and Permitted Liens. Nothing herein contained is intended to impair or limit the validity, priority and extent of Agent's security interest in and liens upon the Collateral.

13. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this First Omnibus Amendment, Joinder and Reaffirmation Agreement to be duly executed by its authorized officers, and the Purchaser, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

COMPANY:

STAFFING 360 SOLUTIONS, INC.

By: /s/ Brendan Flood
Name: Brendan Flood
Title: President and Chief Executive Officer

SUBSIDIARY GUARANTORS:

FARO RECRUITMENT AMERICA, INC.

By: /s/ Brendan Flood
Name: Brendan Flood
Title: President and Chief Executive Officer

MONROE STAFFING SERVICES, LLC

By: /s/ Brendan Flood
Name: Brendan Flood
Title: President and Chief Executive Officer

STAFFING 360 GEORGIA, LLC

By: /s/ Brendan Flood
Name: Brendan Flood
Title: President and Chief Executive Officer

LIGHTHOUSE PLACEMENT SERVICES, INC.

By: /s/ David Faiman
Name: David Faiman
Title: Secretary and Treasurer

NEW SUBSIDIARY GUARANTOR:

KEY RESOURCES, INC.

By: /s/ Brendan Flood
Name: Brendan Flood
Title: President and Chief Executive Officer

PURCHASER:

JACKSON INVESTMENT GROUP, LLC

By: /s/ Douglas B. Kline
Name: Douglas B. Kline
Title: Chief Executive Officer

Schedule 1

Additional Pledged Interests

Issuer	Certificate No.	Number of Shares Pledged	No. of Issued and Outstanding Shares of Issuer	Percentage of Such Class or Type	Pledgor
Key Resources, Inc.	2	500 shares of Common Stock of Issuer	500 shares of Common Stock of Issuer	100%	Monroe Staffing Services, LLC

EXHIBIT A

The Collateral consists of all of the New Subsidiary Guarantor's assets, including without limitation, all of the New Subsidiary Guarantor's (hereinafter referred to in this Exhibit as "***Debtor***") now existing or hereafter arising rights, titles and interests in, to or under the following types or items of property, whether now owned or hereafter existing or hereafter created, acquired or arising and wheresoever located, and all cash and non-cash proceeds thereof:

(i) all accounts;

(ii) all chattel paper and instruments, including but not limited to the Intercompany Notes (as such term is defined in the Purchase Agreement);

(iii) all general intangibles, including but not limited to all payment intangibles, contract rights and all Intellectual Property (as such term is defined in the Purchase Agreement);

(iv) all letter-of-credit rights;

(v) all inventory, including but not limited to raw materials, work in process and finished goods;

(vi) all equipment;

(vii) all fixtures;

(viii) all other goods;

(ix) all investment property, Investment Instruments and Intermediated Securities;

(x) all deposit accounts and securities accounts other than (A) accounts used exclusively for payroll, payroll taxes or other employee benefit or wage payments or (B) any fiduciary or trust account held exclusively for the benefit of an unaffiliated third party;

(xi) all commercial tort claims to the extent described on Schedule 2 to the Security Agreement (as amended or supplemented from time to time);

(xii) all money, cash and cash equivalents; and

(xiii) all Proceeds of any of the above property.

Unless otherwise defined herein, all terms contained in this Exhibit shall have the meanings provided for by the Uniform Commercial Code as in effect in the State of New York to the extent the same are used or defined therein.

Exhibit 4

FIRST AMENDMENT TO INTERCREDITOR AGREEMENT

THIS FIRST AMENDMENT TO INTERCREDITOR AGREEMENT (this "**Amendment**") is executed as of August 27, 2018 (the "**Effective Date**"), by and among **JACKSON INVESTMENT GROUP, LLC**, a Georgia limited liability company, as purchaser and holder of the Term Note and as secured party under the Term Debt Documents ("**Term Note Purchaser**"), **STAFFING 360 SOLUTIONS, INC.,** a Delaware corporation ("**Parent**"), certain of the Parent's subsidiaries party hereto, and **MIDCAP FUNDING X TRUST**, a Delaware statutory trust and successor by assignment from MidCap Financial Trust, as Agent for the financial institutions or other entities from time to time parties to the ABL Loan Agreement (acting in such capacity, "**Agent**"), and as a "Lender" under the ABL Loan Agreement, or such then present holder or holders of the ABL Loans as may from time to time exist (as the "Lenders" under the ABL Loan Agreement; collectively with the Agent, the "**ABL Lenders**"). Reference in this Amendment to "Term Note Purchaser", "Term Note Purchasers", "each Term Note Purchaser" or otherwise with respect to any one or more of the Term Note Purchasers shall mean each and every person included from time to time in the term "Term Note Purchaser" and any one or more of the Term Note Purchasers, jointly and severally, unless a specific Term Note Purchaser is expressly identified.

RECITALS

A. The Term Note Purchaser, Parent, certain of the Parent's subsidiaries party thereto and ABL Lenders have entered into a Intercreditor Agreement dated as of September 15, 2017 (the "**Intercreditor Agreement**"), under the terms of which the ABL Lenders and Term Note Purchaser set forth the relative rights and priorities of ABL Lenders and Term Note Purchaser under the ABL Loan Documents and the Term Debt Documents in the Common Collateral.

B. It is proposed that the Term Note Purchaser amend the Term Note Agreement to increase its senior debt secured investment in Parent on the date hereof by issuance and sale by Parent to Term Note Purchaser of a new 12% Senior Secured Note due September 15, 2020 in the principal amount of $8,427,794 (the "**New Term Note**"), pursuant to the Term Note Agreement, as amended by that certain First Omnibus Amendment, Joinder and Reaffirmation Agreement dated on or about the date hereof to Amended and Restated Note and Warrant Purchase Agreement in the form attached hereto as **Exhibit A** (the "**First Amendment to Term Note Agreement**") so that the aggregate outstanding principal amount of such investment after giving effect to the First Amendment to Term Note Agreement is $48,427,794.

C. It is proposed that the ABL Lenders amend the ABL Loan Agreement pursuant to an Amendment No. 10 and Joinder Agreement to Credit and Security Agreement and Limited Consent in the form attached hereto as **Exhibit B** (the "**Tenth Amendment to ABL Loan Agreement**").

D. The parties now wish to amend the Intercreditor Agreement as provided herein.

E. All capitalized terms used in this Amendment, including in the Preamble and these Recitals, and not herein defined shall have the meanings given to them in the Intercreditor Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. The parties agree that the Recitals above are a part of this Amendment.

2. The Intercreditor Agreement is hereby amended as follows:

(a) Recital C of the Intercreditor Agreement is hereby restated in its entirety to read as follows:

> Term Note Purchaser has made a $40,000,000 senior debt secured investment in Parent that is guaranteed by the Borrowers pursuant to the Term Debt Documents (as defined below) as of September 15, 2017, which was increased to an aggregate outstanding principal amount of $48,427,794 on the First Amendment Closing Date. All of the Credit Parties' obligations to Term Note Purchaser under the Term Note Agreement and the other Term Debt Documents (as hereinafter defined) are secured by liens on and security interests in substantially all of the now existing and hereafter acquired personal property of the Credit Parties.

(b) Section 1 of the Intercreditor Agreement is hereby amended to add the following defined term in its alphabetical order:

"**First Amendment Closing Date**" shall mean August 27, 2018.

(c) The definitions of "**ABL Priority Deposit Accounts**", "**Term Debt Cap**", "**Term Debt Priority Deposit Accounts**" and "**Term Note**" are hereby restated in their entirety, respectively, to read as follows:

> "**ABL Priority Deposit Accounts**" shall mean all Deposit and Securities Accounts in which collections and other cash Proceeds of ABL Priority Collateral or advances under the ABL Loan Agreement are required to be deposited in accordance with the ABL Loan Documents (including any related lockboxes associated with such deposit accounts) and all other Deposit and Securities Accounts other than a Term Debt Priority Deposit Accounts. As of the First Amendment Closing Date, the ABL Priority Deposit Accounts are listed on Schedule 1 attached hereto. Agent and Parent agree to promptly notify Term Note Purchaser in writing of any additional ABL Priority Deposit Accounts established after the First Amendment Closing Date with Agent or which are subject to a deposit account or securities account control agreement in favor of Agent and to provide a written supplement to Schedule 1 hereto reflecting the addition of such ABL Priority Deposit Accounts; it being understood that any such supplement to Schedule 1 may not remove any Deposit Accounts or Securities Accounts set forth on Schedule 1 unless consented to in writing by Agent.

"**Term Debt Cap**" with respect to the Term Note, means the aggregate principal amount of the following (all as determined exclusive of all interest, fees (including attorneys' fees) and expenses, expended by the Term Note Purchaser and remitted to Persons other than the Credit Parties to enforce its rights and remedies in respect of the Collateral, the Term Note, or both, and all indemnity obligations): (i) $48,427,794 in aggregate advances, minus (ii) the amount of all payments of principal on the Term Note.

"**Term Debt Priority Deposit Accounts**" shall mean one or more other Deposit Accounts or Securities Accounts now or hereafter established or maintained by any Grantor for the sole purpose of holding the Proceeds of any collection, sale or other disposition of any Term Debt Priority Collateral that the Term Note Purchaser requires to be held in such account or accounts pursuant to the terms of any Term Debt Document. As of the First Amendment Closing Date, the Term Debt Priority Deposit Accounts are listed on Schedule 2 attached hereto. Term Note Purchaser and Parent agree to promptly notify Agent in writing of any additional Term Debt Priority Deposit Accounts established after the First Amendment Closing Date which are or will be subject to a deposit account or securities account control agreement in favor of Term Note Purchaser and to provide a supplement to Schedule 2 reflecting the addition of such Term Debt Priority Deposit Accounts; it being understood that any such supplement to Schedule 2 may not remove any Deposit Accounts or Securities Accounts set forth on Schedule 2 unless consented to in writing by Term Note Purchaser.

"**Term Note**" shall mean, collectively, (i) the Parent's $40,000,000 12% Senior Secured Promissory Note dated September 15, 2017 payable to Term Note Purchaser, and (ii) the Parent's $8,427,794 12% Senior Secured Promissory Note dated August 27, 2018 payable to Term Note Purchaser, in either case together with any and all promissory notes at any time issued in substitution, exchange or replacement thereof.

(d) Schedules 1 and 2 of the Intercreditor Agreement are hereby deleted and replaced with Schedules 1 and 2 attached to this Amendment.

3. Pursuant to the terms of Section 7.1 of the Intercreditor Agreement, Term Note Purchaser hereby consents to the Tenth Amendment to ABL Loan Agreement as an amendment, modification or supplement to the terms of the ABL Debt. The limited consent set forth in this Section 3 is effective solely for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) except as expressly provided herein, be a consent to any amendment, waiver or modification of any term or condition of the Intercreditor Agreement or of any other Term Debt Document; (b) prejudice any right that Term Note Purchaser or the holders from time to time of the Term Debt have or may have in the future under or in connection with the Term Note Agreement or any other Term Debt Document; (c) waive any Event of Default (as such terms are defined in the Term Note Agreement) that exists as of the date hereof; or (d) establish a custom or course of dealing among any of the ABL Lenders on the one hand, or Term Note Purchaser or any holder from time to time of the Term Debt, on the other hand.

4. Pursuant to the terms of Section 7.2 of the Intercreditor Agreement, Agent hereby consents to (i) the increase in the principal amount of the Term Debt by $8,427,794 as evidenced by the New Term Note and (ii) the First Amendment to Term Note Agreement as an amendment, modification or supplement to the terms of the Term Debt. The limited consent set forth in this Section 4 is effective solely for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) except as expressly provided herein, be a consent to any amendment, waiver or modification of any term or condition of the Intercreditor Agreement or of any other ABL Loan Document; (b) prejudice any right that Agent or the holders from time to time of the ABL Debt have or may have in the future under or in connection with the ABL Loan Agreement or any other ABL Loan Document; (c) waive any Event of Default (as such terms are defined in the ABL Loan Agreement) that exists as of the date hereof; or (d) establish a custom or course of dealing among any of the Term Note Purchaser on the one hand, or Agent or any holder from time to time of the ABL Debt, on the other hand.

5. Except as amended herein, the Intercreditor Agreement shall remain in full force and effect.

6. Upon the effectiveness of this Amendment, each reference in the Intercreditor Agreement to "this Intercreditor Agreement," "this Agreement," "hereunder," "hereof," "herein," or words of similar import shall mean and be a reference to the Intercreditor Agreement, as amended by this Amendment.

7. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between such parties with respect to the subject matter hereof. To the extent of any conflict between the terms and conditions of this Amendment and the Intercreditor Agreement, the terms and conditions of this Amendment shall govern.

8. This Amendment may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same agreement. Each party to this Amendment agrees that the respective signatures of the parties may be delivered by fax, PDF, or other electronic means acceptable to the other parties and that the parties may rely on a signature so delivered as an original. Any party who chooses to deliver its signature in such manner agrees to provide promptly to the other parties a copy of this Amendment with its inked signature, but the party's failure to deliver a copy of this Amendment with its inked signature shall not affect the validity, enforceability and binding effect of this Amendment.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, intending to be legally bound, and intending that this First Amendment to Intercreditor Agreement constitute an instrument executed and delivered under seal, the parties have caused this Amendment to be executed under seal as of the date first written above.

AGENT:

MIDCAP FUNDING X TRUST, a Delaware statutory trust, as successor-by-assignment from MidCap Financial Trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: /s/ Maurice Amsellem (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

Agent's Signature Page to First Amendment to Intercreditor Agreement

TERM NOTE PURCHASER:

JACKSON INVESTMENT GROUP, LLC

By: /s/ Douglas B. Kline (SEAL)
Name: Douglas B. Kline
Title: Chief Financial Officer

Term Note Purchaser's Signature Page to First Amendment to Intercreditor Agreement

PARENT:

STAFFING 360 SOLUTIONS, INC., a Delaware corporation

By: /s/ Brendan Flood (Seal)
Name: Brendan Flood
Title: President and Chief Executive Officer

SUBSIDIARIES:

MONROE STAFFING SERVICES, LLC, a Delaware limited liability company

By: /s/ Brendan Flood (Seal)
Name: Brendan Flood
Title: President and Chief Executive Officer

FARO RECRUITMENT AMERICA, INC., a New York corporation

By /s/ Brendan Chairman (Seal)
Name: Brendan Chairman
Title: President and Chief Executive Officer

LIGHTHOUSE PLACEMENT SERVICES, INC., a Massachusetts corporation

By /s/ David Faiman (Seal)
Name: David Faiman
Title: Secretary and Treasurer

STAFFING 360 GEORGIA, LLC, a Georgia limited liability company

By: /s/ Brendan Flood (Seal)
Name: Brendan Flood
Title: President and Chief Executive Officer

KEY RESOURCES, INC., a North Carolina corporation

By: /s/ Brendan Flood (Seal)
Name: Brendan Flood
Title: President and Chief Executive Officer