

Staffing Agreement

Corporate Management Group, Inc. ("CMG"), Employer Solutions Staffing Group, LLC (ESSG), with its principal office located at 7301 Ohms Lane, Suite 405, Edina, MN 55439 ("ESSG") and Alive, LLC ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

ESSG's Duties and Responsibilities

1. ESSG will—
 - a. By and through the services of Corporate Management Group, Inc. (CMG), recruit, screen, interview and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A;
 - b. Pay Assigned Employees' wages;
 - c. Pay, withhold and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.

CLIENT's Duties and Responsibilities

2. CLIENT will—
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without ESSG's express prior written approval or as strictly required by the job description provided to ESSG. CLIENT shall not permit ESSG's employees to operate motor vehicles without express permission from ESSG. ESSG's Insurance does not cover loss or damage caused by ESSG's employees' operating the CLIENT's owned or leased motor vehicle(s), and the CLIENT therefore accepts full responsibility for and will indemnify ESSG from any and all claims, including the defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of an employee operating such vehicles(s), or arising out of or involving violation by the CLIENT of this Paragraph;
 - c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site. ESSG and ESSG's workers' compensation carrier shall have the right to inspect Client's premises during normal business hours and to make recommendations pertaining to job safety. It is agreed that ESSG, by inspecting such premises or by not inspecting such premises, assumes neither liability nor responsibility for any unsafe working condition that may exist;
 - d. Not change Assigned Employees' job duties without CMG/ESSG's express prior written approval; and

- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates and Fees

3. CLIENT will pay ESSG for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. ESSG will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due (depending on accepted pricing structure) according to terms on Exhibit A. CLIENT agrees to pay the costs of collection, including attorneys' fees and costs, if CLIENT fails to pay amounts that are due and outstanding under this Agreement.

CLIENT shall be invoiced weekly for the temporary personnel provided during the prior week. ESSG agrees to issue a summary invoice to CLIENT, itemizing each assigned employee it provides; the assigned employee's rate and the amount of time worked, supported by copies of timesheets signed by an authorized CLIENT representative. Payment of undisputed invoices shall be due according to terms on Exhibit A after the receipt and acceptance of the invoice and may be made by check, ACH transfer or wire transfer to ESSG. Invoices supported by a signed timecard and submitted by ESSG to CLIENT are presumed to be accepted by CLIENT on the terms contained therein unless disputed by CLIENT within ten (10) business days of CLIENT's receipt of the invoice.

It is mutually understood that the rate(s) referred to in this paragraph does not include assigned employees working overtime. In the event assigned employees assigned to Client do work in excess of forty (40) hours in any one workweek (seven consecutive 24-hour periods as established by the CMG Office), Client will pay ESSG for such additional hours at the rate of one and one-half the assigned employee's straight-time rate. Such additional hours, if any, shall be performed only at the specific request of Client, and shall be evidenced by the verified hours referred to in this paragraph.

Non-Solicitation of CMG Staff Employees

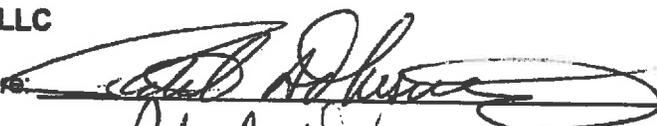
4. During the term of this Agreement and for the six-month period following its termination for any reason, CLIENT shall not, on behalf of itself or any other person, entity, business or corporation, hire, solicit or in any manner attempt, directly or indirectly, to influence, induce or encourage any permanent, corporate direct employee of CMG to leave the employment of Corporate Management Group. Client shall also not use or disclose to any other person, entity, business or corporation any information concerning the names and addresses of any permanent, corporate direct employee CMG. If Client wishes to hire any such an employee, Client shall pay CMG an amount equal to one year's current salary of the CMG Recruiter/Manager/Coordinator.

Duration of Agreement

5. This Agreement shall be for a term of one year and may be renewed by the parties thereafter for subsequent terms. Following the Initial Term, this Agreement shall remain in force from month to month until one party gives written notice to the other party at least thirty (30) days prior to the expiration of any monthly extension of the Initial Term. This Agreement may be cancelled at any time by either party by giving written 30 day notice to the other party.

AGREED TO:

Alive, LLC

Signature: 

Printed Name: Patrick A. Hastings

Title: President

Date: 1-6-14

Address: 23645 County Road 37
Saint Charles MN 55972

AGREED TO:

Corporate Management Group, Inc.

Signature: 

Printed Name: Matt Forss

Date: 1/7/2014

12000 Washington Street, Suite 290
Thornton, CO 80241

Employer Solutions Staffing Group, LLC

Signature: 

Printed Name: Chris Levin

Date: 1/7/13

7301 Ohms Lane, Suite 405
Edina, Minnesota 55439

**Exhibit A
Rate Schedule**

Billing Multiplier	
Recruited rate- 30 Day terms <i>CMG actively recruits employee</i>	1.34
Recruited rate -- Weekly terms <i>CMG actively recruits employee</i>	1.33
Payrolled rate <i>Client recruits employee</i>	1.29
Overtime rate	1.26
Vacation rate	1.26

** Weekly payment terms require payment made via EFT one day before employee pay date.

Early conversion fee of \$350.00 if employee has worked less than 520 regular hours.

Work description: Pet Food production

Location: St. Charles, MN

Additional fees for Physicals, Drug tests or DOT checks will be billed to CLIENT as a "pass-thru cost" at the same rate/amount as charged to CMG/ESSG. Background checks are included in the above bill rate.

AGREED:

Client: Alive, LLC

Signature: 

Printed Name: Patrick A. Thering

Title: President

Dated: 1-6-14