

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 Brookdale Plastics ("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:

Brookdale Plastics

Signature:  _____

Printed Name: Steve Eidman _____

Title: CFO _____

Date: 2-20-2014 _____

Address: 9909 South Shore Drive
Plymouth, MN 55441 _____

AGREED TO:

Corporate Management Group, Inc.

Signature: _____

Printed Name: _____

Date: _____
12000 Washington Street, Suite 290
Thornton, CO 80241

Employer Solutions Staffing Group, LLC

Signature: _____

Printed Name: _____

Date: _____
7301 Ohms Lane, Suite 405
Edina, Minnesota 55439

**Exhibit A
Rate Schedule**

	Regular hours	Overtime	Vacation/Holiday
Billing Multiplier **	1.44	1.35	N/A

** 30 day payment terms

Early conversion fee of \$750.00 if employee has worked less than 520 regular hours.

Work description: general production labor

Location: Plymouth, 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: Brookdale Plastics

Signature: 

Printed Name: Steve Eichten

Title: CFO

Dated: 2-20-2014

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title: *Steve Edinger, CFO*
Company name: *Brookdale Plastics, Inc*
Phone: *763-797-1000* Fax: *763-797-5252* E-mail:
Registered company address: *9909 South Shore Drive Suite #110*
City: *Plymouth* State: *MN* ZIP Code: *55441*
Date business commenced: *1963*
Sole proprietorship: Partnership: Corporation: Other:

BUSINESS AND CREDIT INFORMATION

Primary business address: *Same as above*
City: State: ZIP Code:
How long at current address? *20 years*
Telephone: Fax: E-mail:
Bank name: *"See Attached"*
Bank address: Phone:
City: State: ZIP Code:
Type of account: Account number:
Savings
Checking
Other

BUSINESS/TRADE REFERENCES

Company name:
Address: *"See Attached"*
City: State: ZIP Code:
Phone: Fax: E-mail:
Type of account:
Company name:
Address:
City: State: ZIP Code:
Phone: Fax: E-mail:
Type of account:
Company name:
Address:
City: State: ZIP Code:
Phone: Fax: E-mail:
Type of account:

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Employer Solutions Staffing Group to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES


Title: *CFO*
Date: *2-20-2014*
Title: _____
Date: _____



BROOKDALE

P L A S T I C S

9909 South Shore Drive
Plymouth, MN 55441
Phone: (763) 797-1000
Fax: (763) 797-5252

Credit Information

Bank Reference:

Venture Bank
5500 Wayzata Boulevard
Suite 140
Golden Valley, MN 55416
Contact: Nate Urfer
Phone: (763) 398-5816
Fax: (763) 398-3323

D & B Number:

04-120-2763

Trade References:

Klockner Pentaplast
Department 31901
P.O. Box 67000
Detroit, MI 48267
Phone: (540) 832-3600
Fax: (540) 832-1487

Ex-Tech Plastics, Inc.
PO Box 576
Richmond, IL 60071-0576
Phone: (847) 829-8100
Fax: (847) 829-8190

Housewright Dies, Inc.
1290 73rd Ave N. Suite 800
Fridley, MN 55432
Phone: (763) 586-0509
Fax: (763) 586-0498

Variety Machine, Inc.
2076 E. Center Circle
Plymouth, MN 55441
Phone: (763) 559-4505
Fax: (763) 559-1514

Uline Shipping Supply
2200 S. Lakeside Drive
Waukegan, IL 60085
Phone: (800) 295-5510

Forming Solutions, Inc.
50164 County Road 29
Bemidji, MN 56601
Phone (218) 556-4353
Fax (218) 751-0306

Precision Mold Services, Inc.
9255 Davenport Street NE
Blaine, MN 55449
Phone (763) 792-8993
Fax: (763) 792-8995