

Staffing Agreement

Employer Solutions Staffing Group, LLC (ESSG), with its principal office located at 7301 Ohms Lane, Suite 405, Edina, MN 55439 ("ESSG"), and **Advanced Fiber Products** ("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 **MEB Resources**, 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 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 on receipt of invoice. 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.
5. Client may hire an assigned employee for permanent employment after **480 hours** of service have elapsed. Upon completion of **480 hours**, the employee may rollover to a permanent position if the client desires at no additional fee of the Agreement.
6. Client is not obligated to hire an employee upon the completion of the 480 hours and the employee may continue to work for Client as an assigned employee under this Agreement after **480 hours** of service.
7. Should Client desire to permanently hire an employee before the **480 hours** of paid service have elapsed, Client may do so at the following rate:

$$(\text{bill rate} - \text{pay rate}) \times \text{remaining hours} = \text{conversion fee}$$

Duration of Agreement

8. This Agreement shall be for a term of one year and may be renewed by the parties thereafter for subsequent terms.

AGREED TO:

Employer Solutions Staffing Group LLC

By: _____

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

Client: Advanced Fiber Products

By: Awane Dailuy

Title: Plant Manager

Date: 2/14/12

Address: 2970 Luoyang Avenue
La Crosse, WI 54601

**Exhibit A
Rate Schedule**

Job Title or Description	Shift	Hourly Pay Rate	Hourly Bill Rate
Assembly	1 st	\$10.00	\$14.20
Pultrusion	1 st	\$11.00	\$15.62
Pultrusion	2 nd	\$11.50	\$16.33

} 1.42

AGREED:

Client: **Advanced Fiber Products**

By *Swane Ailey*
Its _____

Dated: *2/14/12*



employer solutions staffing group^{llc}

New Staffing Client information Sheet

Company Name: Advanced Fiber Products

Billing Contact Name: Duane Dailey

Billing Address: 2970 Luoyang Ave
LaCrosse, WI 54601

Physical Employee Location Address: Same As Above

Phone: 608-796-0800 Fax: 608-796-1852

Billing eMail: ddailey@afpfiber glass.com

What state will the employees be working in? WI

Number of Employees: 1-2

Date employees will become employees of ESSG: / /

Nature of Company's Business: Fiber glass composite company.

Summary of Job Descriptions Involved: Pultrusion operators
running a machine, assembly of finished parts.

WC Code(s): 4459

Billing Rate(s): 1.42

FOR OFFICE USE ONLY

Company/Dept:	_____	Location Code:	_____
Class Code:	_____	Sales Rep:	_____
Ins. Co:	_____	Payroll Admin:	_____
WC Code:	_____	Accounting:	_____
Internal Rate:	_____		



CREDIT INFORMATION

Business Name: FiberPro, Inc.
DBA Advanced Fiber Products
2970 Luoyang Avenue
La Crosse, WI 54601
Vice President: Chuck Linnell
Phone: 608-796-0800
FAX: 608-796-1852

Federal Tax ID No: 43-2036968

Bank Information: Peoples State Bank
301 East Blackhawk
Prairie du Chien, WI 53821

Account # 1133-460
Contact: Duane Rogers
Phone: 608-326-6424
FAX: 608-326-2928

Trade References: Composites One
375 Apollo Drive
Lino Lakes, MN 55014

Contact: Karen Halvorson
Phone: 800-457-7011
Fax: 651-783-7861

North American Composites
300 Apollo Drive
Lino Lakes, MN 55014

Contact: Lisa Roth
Phone: 651-766-5491
Fax: 651-765-8378

Express Personnel
2240 Rose Street
La Crosse, WI 54603

Contact: Mark Glahn
Phone: 608-779-4252
Fax: 608-779-4266

Note: Assets of Advanced Fiber Process purchased by FiberPro (a newly formed Co.) on 12/31/03. Advanced Fiber Process was in business for 18 years.