

Staffing Agreement

Employer Solutions Staffing Group, LLC (ESSG), with its principal office located at 7301 Ohms Lane, Suite 405, Edina, MN 55439 ("ESSG"), and **Winegar, Inc** ("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 ^{directly} ~~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: Winegar, Inc.

By: Tim Warr

Title: President

Date: 2-6-12

Address: 1209 South State Street
Waseca MN. 56093

**Employer Solutions Staffing Group
CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

BUSINESS CONTACT INFORMATION

Title: _____
 Company name: Winegar, Inc.
 Phone: 507-835-3495 Fax: 507-835-1718 E-mail: Tim.Wenzel@WinegarInc.com
 Registered company address: 1209 South State Street
 City: Waseca State: MN. ZIP Code: 56093
 Date business commenced: 1979
 Sole proprietorship: _____ Partnership: _____ Corporation: Sob S Other: _____

BUSINESS AND CREDIT INFORMATION

Primary business address: Same
 City: _____ State: _____ ZIP Code: _____
 How long at current address? 25 yrs.
 Telephone: _____ Fax: _____ E-mail: _____
 Bank name: Round bank
 Bank address: 200 2nd St. NE Phone: 507-835-4220
 City: Waseca State: MN. ZIP Code: 56093

Type of account	Account number
Savings	<u>ends in 2412</u>
Checking	<u>ends in 20268</u>
Other <u>loan</u>	<u>ends in 579</u>

BUSINESS/TRADE REFERENCES

Company name: _____
 Address: Will forward list separately
 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

Tim Wenzel
President
 Title: _____ Date: 2-6-12
 Title: _____ Date: _____

**Exhibit A
Rate Schedule**

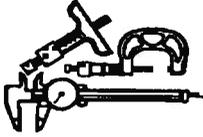
Job Title or Description	Shift	Hourly Pay Rate	Hourly Bill Rate
CNC Operator	1 st	\$10.51	\$14.71
CNC Operator	2 nd	\$11.76	\$16.46

AGREED:

Client: Winegar, Inc.

By Tom Ward
Its President

Dated: 2-6-12



WINEGAR, INC.
1209 South State Street
Waseca, MN 56093
Phone: (507) 835-3495 Fax: (507) 835-1718

CREDIT APPLICATION

COMPANY NAME: WINEGAR, INC.
ADDRESS: 1209 South State Street
CITY: Waseca **STATE:** MN **ZIP:** 56093
PHONE: (507) 835-3495 **FAX:** (507) 835-1718

Type of Business: Corporation Partnership Sole Proprietor
Years in Business: 32 years

BANK REFERENCE:

Name: Roundbank Contact Person: Larry Thompson
Address: 200 NE 2nd Street
City, State, Zip: Waseca, MN 56093
Phone Number: (507) 835-4220 Fax Number: (507) 835-7751
Checking Account #: 4431020268

TRADE REFERENCES:

Trade Reference: MCNEILUS STEEL, INC.
Address: PO Box 249
City, State, Zip: Dodge Center, MN 55927
Phone Number: (800) 733-6336 Fax Number: (800) 254-6660

Trade Reference: Abrasive Specialists
Address: 7521 Commerce LN NE
City, State, Zip: Fridley, MN 55432
Phone Number: (763) 571-4111 Fax Number: (763) 571-5026

Trade Reference: Jorgensen Steel
Address: PO BOX 95860
City, State, Zip: Chicago, IL 60694-5860
Phone Number: (847) 301-6211 Fax Number: (847) 301-6142

Trade Reference: Kendeco Industrial Supply
Address: PO Box 133
City, State, Zip: St. Cloud, MN 56302-0133
Phone Number: 1-800-892-8579 Fax Number: 1-800-382-2443

Signature: Debra Vrieze

Title: Accountant Date: 2-8-12



employer solutions staffing group^{LC}

New Staffing Client information Sheet

Company Name: Winegar Inc

Billing Contact Name: Tim Wenzel

Billing Address: 1209 South State St
Waseca, MN 56093

Physical Employee Location Address: Same AS Above

Phone: 507-835-3495 Fax: 507-835-1718

Billing eMail: tim.wenzel@winegarinc.com

What state will the employees be working in? MN

Number of Employees: 1-2

Date employees will become employees of ESSG: N/A / /

Nature of Company's Business: Precision machine
Shop and casting company - metals + Plastic

Summary of Job Descriptions Involved: CNC operators - running
mills + lathes Quality technician - inspecting
parts

WC Code(s): 3629

Billing Rate(s): 1.40 Regular time 1.30 OT

FOR OFFICE USE ONLY

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