

Staffing Agreement

Employer Solutions Staffing Group, LLC (ESSG), with its principal office located at 7301 Ohms Lane, Suite 405, Edina, MN 55439 ("ESSG"), and **Rochester Cheese** ("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: Rochester Cheese

By:  _____

Title: PLANT MANAGER

Date: 2/15/12

Address: 247 RESEARCH PARKWAY, P.O. BOX 4493
DAVENPORT, IA 52808

**Exhibit A
Rate Schedule**

Job Title or Description	Shift	Hourly Pay Rate	Hourly Bill Rate
General Labor	3am-1:30pm	\$11.00	\$15.40
Sanitation	6pm-4am	\$12.00	\$16.80
Cook/Production	6:30am-5pm	\$11.00	\$15.40
Club Cheese Line	1:30pm-11pm	\$11.00	\$15.40
Maintenance	Varied	\$21.00+	\$29.40

AGREED:

Client: Rochester Cheese

By 
 Its PLANT MANAGER

Dated: 2/15/12

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

BUSINESS CONTACT INFORMATION

Title: _____
 Company name: Swiss Valley Farms / Rochester Cheese
 Phone: 507-288-6178 Fax: 507-288-6178 E-mail: _____
 Registered company address: 4219 N Frontage Road
 City: Rochester State: MIN ZIP Code: 55901
 Date business commenced: 8/1958
 Sole proprietorship: Partnership: Corporation: Other:

BUSINESS AND CREDIT INFORMATION

Primary business address: 247 Research Parkway PO Box 4493
 City: Davenport State: IA ZIP Code: 52808
 How long at current address? 5 years
 Telephone: 563-468-6149 Fax: 563-468-6149 E-mail: _____
 Bank name: _____
 Bank address: _____
 City: _____ State: _____ ZIP Code: _____
 Type of account: _____ Account number: _____
 Savings
 Checking
 Other

BUSINESS/TRADE REFERENCES

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: _____
 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

Andy Perkins
Senior Accountant
 Title: _____ Date: 2-13-12
 Title: _____ Date: _____



Credit Information

(Revised 8/10)

Business Type: Farmer Owned Cooperative

Incorporated: September 2007

FEIN #74-3213641

DUNS #00-526-7323

Operating Divisions

Swiss Valley Farms Cooperative

247 Research Parkway

P.O. Box 4493

Davenport, IA. 52806

Phone 563-468-6600

Fax 563-468-6613

Web Site: swissvalley.com

Swiss Valley Farms processing plants at Luana and St. Olaf, IA and Mindoro and Platteville WI, and Spring Valley, MN. Faribault Dairy is a wholly owned subsidiary of Swiss Valley Farms Cooperative.

Trade References:

ECOLAB

370 N Wabasha

St Paul, MN 5510

Dun & Bradstreet 800-234-3867

(800)392-3392

Danisco

Four New Century Parkway

New Century, KS 66031

913-764-8100

913-764-6520 fax

Nelson-Jameson Inc.

2400 E. 5th Street

Marshfield, WI 54449

715-387-1151

715-387-8746 fax

International Paper

920 Shaver Road N.E.

Cedar Rapids, IA 52402

319-363-0214

Bank Reference:

Chris Gross

Commercial Relationship Manager

Wells Fargo Bank MAC N8236-043

203 West 3rd Street

Davenport, IA 52801-1977

563 383-3611

563 383-3345 fax

Chris.gross@wellsfargo.com

Acct# 6401279017

Eldon Naven

CoBank

67 Hunt Street, Suite 3

P.O. Box 9061

Springfield, MA 01102-9061

402 492-2012

customer service# (800)255-6190

enaven@cobank.com



employer solutions staffing group_{uc}

New Staffing Client information Sheet

Company Name: Rochester Cheese Acquisition LLC dba Swiss Valley Farms
Cooperative

Billing Contact Name: Jim Kutchma

Billing Address: 247 Research Parkway PO Box 4493
Davenport, IA 52808

Physical Employee Location Address: 121 East Park St
Spring Valley MN 55975

Phone: 507-346-2591 Fax: 507-346-7779

Billing eMail: Jimk@Rochestercheese.com

What state will the employees be working in? MN

Number of Employees: 10

Date employees will become employees of ESSG: N/A 1

Nature of Company's Business: Cheese production processing
plant

Summary of Job Descriptions Involved: Working on cheese line
general labor, sanitation, packaging

WC Code(s): 2070

Billing Rate(s): 1.40 Regular 1.40 OT

FOR OFFICE USE ONLY

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