

Staffing Agreement

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

By: Brooks J. Rordeau

Title: CFO

Date: 12/12/11

Address: 1025 E King St, Winona, MN 55987

**Exhibit A
Rate Schedule**

Job Title or Description	Shift	Hourly Pay Rate	Hourly Bill Rate
CNC Operators	1 st	11.00	14.00

AGREED:

Client: ~~Americold~~ *Winona Pattern + mold*

By *Freda S. Rudean*
Its *CTO*

Dated: *12/12/11*

Employer Solutions Staffing Group
CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title:

Company name:

Phone: Fax: E-mail:

Registered company address:

City: State: ZIP Code:

Date business commenced:

Sole proprietorship: Partnership: Corporation: Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:

City: State: ZIP Code:

How long at current address?

Telephone: Fax: E-mail:

Bank name:

Bank address: : Phone:

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

<p><i>Randa S. Pardea</i></p> <p>Title: CFO Date: 12/24/11</p>	<p>Title: _____ Date: _____</p>
--	-------------------------------------