

Staffing Agreement

Employer Solutions Staffing Group, LLC (“ESSG”), in association with Corporate Management Group, Inc. (“CMG”), and **Ferrellgas, L.P. d/b/a Blue Rhino** (“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 CMG, shall recruit, screen, interview, employ, ensure compliance with Form I-9 and E-Verify employment eligibility requirements, and otherwise use its customary screening procedures including background checks and drug testing when determining which employees (“Assigned Employee”) to assign to Client.
- b. Maintain all personnel and payroll records for each Assigned Employee as required by applicable law.
- c. Pay, withhold and transmit payroll and income taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Assigned Employees. Notwithstanding the aforementioned, ESSG will maintain Workers’ Compensation insurance and Commercial General Liability insurance coverage for all Assigned Employees assigned to Client. ESSG shall indemnify and hold Client harmless from all wage, tax, withholding, unemployment insurance, and Workers’ Compensation claims made against Client. ESSG shall provide each Assigned Employee with the benefits that ESSG decides to offer to them, in its sole discretion, if any. At no time will Client be responsible for any benefits the Assigned Employee receives while they are employed by ESSG.
- d. Offer affordable, minimum essential healthcare coverage to all ESSG’s assigned employees who are anticipated to work or who actually do work 120 hours in a month, so that neither ESSG nor Client shall be responsible for a penalty under Section 4980(H) of the Internal Revenue Code. ESSG shall offer coverage in compliance with the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (2010), as amended by the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152 (2010), and Section 4980(H) of the Internal Revenue Code, the final regulations, and guidance thereunder. ESSG shall offer this coverage within 90 days of the date the ESSG Assigned Employee is initially employed by ESSG, unless the Assigned Employee qualifies as a bona fide variable hour employee under controlling law. If ESSG fails to offer such coverage as described herein, ESSG shall indemnify and defend Client against any taxes, penalty, claim, or damages alleged or assessed against Client as a result of such failure.
- e. Affirm and agree that it is an equal opportunity employer and is in full compliance with any and all applicable anti-discrimination laws, rules and regulations. Notwithstanding the aforementioned, ESSG agrees not to harass, discriminate against, or retaliate against any Assigned Employee because of his or her race, color, national origin, age, sex, religion, disability, marital status, veteran status, or

other category protected by law; nor will either party cause or request the other party to engage in such illegal discrimination, harassment, or retaliation.

Client's Duties and Responsibilities

1. 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. Client agrees that it has primary responsibility for compliance with state and federal OSHA laws and regulations to the extent those laws apply to ESSG employees assigned to Client's worksite. Client further agrees to provide such assigned employees the proper specific safety training needed to do the assigned jobs and tasks as well as to provide properly fitted and necessary personal protective equipment required to provide adequate protection to such assigned employees.
 - d. Not materially change Assigned Employees' job duties without ESSG's express prior written approval.
 - 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. For clarity, Assigned Employees will not be eligible for any benefit that Client offers to Client's employees.

Payment Terms, Bill Rates and Fees

1. Client will pay for performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. Client will be invoiced on a weekly basis for services provided under this Agreement. Payment is due 30 days from receipt of invoice and must be sent to the address indicated on the invoice. Client agrees to pay the reasonable and ascertainable costs of collection, including reasonable attorneys' fees and costs, if Client fails to pay amounts that are due and outstanding under this Agreement.
2. If at any time during the term of this Agreement, ESSG is required to increase an Assigned Employee's wages (due to increase in minimum wage rates or mandatory benefits requirement) or incurs an increase in its payroll burden costs

(such as FICA, FUI, SUI, or government-mandated paid leave or time off or other benefits programs) as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, ESSG shall provide Client with 30 days' prior written notice of any such proposed increase and the parties shall negotiate in good faith any price increase. Any price increase agreed upon from these negotiations shall be memorialized in a signed amendment..

Indemnification.

1. ESSG shall indemnify Client from any liabilities, claims, demands, suits, losses, damages, costs and expenses for bodily injury, death, property damage, theft of property and/or the actual or alleged violation of any law or regulation (collectively, the "Claims") directly resulting from: (i) its failure to discharge its duties, obligations and responsibilities under Agreement; (ii) the negligence or misconduct of ESSG, its officers, agents or employees in the discharge of those duties or responsibilities; (iii) ESSG's failure to comply with applicable laws and regulations; (iv) any and all negligent acts or omissions of any Assigned Employee while on assignment for Client; or (v) any workers' compensation claim brought by Assigned Employee arising from a work-related injury sustained while such Assigned Employee was assigned to Client. NOTWITHSTANDING THE AFOREMENTIONED, IN NO EVENT SHALL CLIENT OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, SERVANTS, REPRESENTATIVES, AGENTS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR FOR ANY CONSEQUENTIAL, LIQUIDATED, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

1. **Arbitration.** Any dispute or controversy arising between the parties to this Agreement involving the interpretation or application of any provision of this Agreement, or arising out of this Agreement, shall be submitted to binding arbitration in Jackson County, Missouri, pursuant to the Commercial Rules (the "Rules") of the American Arbitration Association ("AAA") by a single arbitrator mutually agreed upon by the parties. Such arbitrator shall be selected by the parties hereto in accordance with and within the period specified by the Rules ("Arbitrator Designation Period"). In the event the parties are unable to agree on an arbitrator within the Arbitrator Designation Period, AAA shall appoint a neutral arbitrator in accordance with the Rules no later than ten (10) days following the expiration of the Arbitrator Designation Period. The designated arbitrator shall not be an agent, employee, shareholder, relative or affiliate of either party. The parties agree and understand that the arbitrator's decision shall be rendered in accordance with applicable law and shall effectuate the intent of this Agreement. The arbitrator may, in his or her discretion, award to the prevailing party its costs of the proceeding, including attorneys' fees and expenses. The decision of the arbitrator shall be final and binding on the parties, and judgment upon the decision may be entered in the state courts or federal courts having jurisdiction over Jackson County, Missouri. Notwithstanding the foregoing, either party shall have the right to institute an action against the other party in the federal or state courts of Jackson County, Missouri seeking injunctive relief to enjoin any continuing or threatened breach by the other party of any term of this Agreement.

Miscellaneous

1. Choice of Law/Forum Selection: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the conflicts provisions thereof. Further, for purposes of any dispute between the parties, the parties consent to personal jurisdiction of the state and federal courts of Missouri and consent to venue in the state or federal courts located in Jackson County, Missouri.
2. Survival. Provisions of this Agreement, which by their terms extend beyond the termination of this Agreement, will remain effective after termination in accordance with their terms.
3. Waiver. The failure of any party to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such power or right at any other time or times.
4. Severability. If any provision of this Agreement shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with reference to those matters contained herein and cancels any prior agreements between the parties and may not be amended except in a writing signed by all the parties hereto.
6. Assignment. Neither party may assign, transfer its interest herein, or delegate its duties hereunder, without the prior written consent of the other party..
7. Headings. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
8. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts and/or copies when taken together shall constitute one agreement, binding on the parties.
9. Authority. The individuals whose signatures appear below represent and warrant that they are authorized representatives of the entities on whose behalf they entered into this Agreement and that they possess the full power and authority to enter into this Agreement and to bind the party they purport to represent.
10. Non-Solicitation. In consideration of this Agreement, both parties agree that, without the prior written consent of the other party, for a period of one (1) year from the last signature hereto, hereof each party and its affiliates will not, directly or indirectly, solicit for employment or employ any employee of the other party unless the employee had responded to a general solicitation for employment.
11. Document Precedence. The parties agree that in the event ESSG utilizes an invoice or similar document, any term therein which purports to modify or supplement the terms of this Agreement will be void with no force or effect.

AGREED TO:

Ferrellgas, L.P. d/b/a Blue Rhino

Name Print: Amber Graham

Name Sign: Amber Graham

Title: HR Business Partner

Date: 06/05/2023

1 Liberty Plz | Liberty, MO 64068

Employer Solutions Staffing Group, LLC

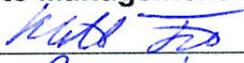
By: 

Title: CEO

Date: 6-7-23

7201 Metro Blvd Suite 900, Edina, MN 55439

Corporate Management Group, Inc.

By: 

Title: President

Date: 6/7/23

1501 W 124th Ave Unit 500 Westminster, CO 80234

**Exhibit A
Rate Schedule**

	Hours worked
Production Sites: IN, KS, TX, CO, WA,	1.40
Production Sites: FL, NC, IL	1.43
Production Sites: CA, PA	1.46

Payment is due 30 days from receipt of invoice.

Early Conversion Fee:

Client agrees to pay a conversion fee for converting an employee prior to working 90 days. The fee is based on an assigned employee's annualized compensation according to the following schedule:

- 1-30 days - 15%
- 31-60 days - 10%
- 61-90 days - 5%
- 91+ days - No fee

Work description: Propane distribution.

Location: States listed above.

Additional Fees:

Physicals, Drug tests or DOT checks will be billed to CLIENT as a "pass-thru cost" at the same rate/amount as charged to ESSG. Standard Background checks are included in the above bill rate.

AGREED: Ferrellgas, L.P. d/b/a Blue Rhino

By: Amber Graham
Title: HR Business Partner
Date: 06/05/2023

Exhibit B
ESSG Customer Safety Partnership

ESSG places a strong emphasis on the safety of ESSG workers and ensuring they are afforded a hazard free work environment at all times. This commitment to safety allows us to provide the best possible service to each Client at a reasonable cost.

Throughout many industries, the cost of workers' compensation insurance is rapidly increasing. There are many factors contributing to these high costs, some of which we cannot directly control, but others we can.

ESSG's goal is to establish a partnership with each Client to reduce and/or eliminate any unnecessary injuries and lost-time accidents caused by carelessness or an unsafe work environment. **In accordance with OSHA 300 log compliance, our Clients recognize their responsibility in keeping these logs as the host employer and will partner with ESSG to report these recordable incidents in a timely manner to CMG and/or the ESSG Work Comp Department.**

We would like to foster a mutual partnership and understanding of the following safety and on-the-job injury procedures, practices and philosophies:

- It is important to have an understanding of your operations in order to provide workers who meet your standards. This includes the physical abilities to fulfill the essential job functions as well as the skill sets that are consistent with your operations.
- ESSG employees will be provided proper safety orientation training in all safety, hazardous communication and operational instructions in the same manner as any of your direct employees.
- ESSG employees will be provided and required to wear all appropriate Personal Protective Equipment (PPE) at all times.
- Client agrees to notify CMG and/or ESSG as soon as possible following the event of an accident or injury of one of ESSG employees.
- Client agrees to notify ESSG in the event of any employee acting intoxicated or in a suspicious manner.

These areas of agreement are intended to insure a safe and productive partnership and reduce your liability to a minimum. In the event that an accident does occur, Client should contact CMG and/or the ESSG Workers' Compensation Department to report the required information.

AGREED:

Ferrellgas, L.P. d/b/a Blue Rhino

By: Amber Graham
Title: HR Business Partner
Date: 06/05/2023

Employer Solutions Staffing Group, LLC

By: Chris Dume
Title: CEO
Date: 6-7-23