

Staffing Agreement

Employer Solutions Staffing Group, LLC (ESSG), with its principal office located at 7301 Ohms Lane, Suite 405, Edina, MN 55439 (“ESSG”), Corporate Management Group, Inc. (“CMG”) and Jennie-O Turkey Store, Inc. (“Jennie-O Turkey Store”) 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 **Corporate Management Group Inc.**, recruit, screen, interview and assign its employees (“Assigned Employees”) to perform the type of work described on Exhibit A under Jennie-O Turkey Store supervision at the locations specified on Exhibit A.
- b. Provide qualified employees that are pre-trained, according to the standards set by Jennie-O Turkey Store, upon receiving the oral or written order of Jennie-O Turkey Store describing the employees required. Jennie-O Turkey Store is not obligated to order any minimum amount of temporary employees from or hire them from CMG/ESSG, nor is Jennie-O Turkey Store obligated to order temporary employees exclusively from CMG/ESSG.
- c. Provide employees who possess the skills and training necessary for the temporary position. CMG/ESSG warrants that it believes it has an adequate supply of temporary employees with the requisite training and skills that are typically required by companies in the same line of business as Jennie-O Turkey Store and/or by companies that are requesting the same type service or work product as may be requested by Jennie-O Turkey Store and that it will use its best efforts to furnish same to Jennie-O Turkey Store.
- d. Furnish Jennie-O Turkey Store with a certificate or certificates of insurance evidencing coverage at or prior to execution of this Agreement and thereafter within thirty (30) days prior to expiration of any policy or policies.
- e. Fully comply with all applicable laws and regulations including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, working conditions, Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all federal, state and local laws affecting employment and business opportunities. This includes the timely payment of any and all employment-related taxes, which shall be the responsibility of ESSG.
- f. Pay Assigned Employees' wages;

- g. Pay, withhold and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees that are assigned to Jennie-O Turkey Store;
- h. Forklift drivers are acceptable.
- i. ESSG and CMG shall be prepared within 30 days of the date of this agreement to vacate the space they are now using on the premises of Jennie-O Turkey Store and to move to new premises in order to carry out the responsibilities and duties under section 1.

Jennie-O Turkey Store Duties and Responsibilities

2. Jennie-O Turkey Store 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, negotiable instruments, or other valuables without CMG/ESSG's express prior written approval or as strictly required by the job description provided to ESSG. Except as provided in this Agreement, Jennie-O Turkey Store shall not permit CMG/ESSG's employees to operate motor vehicles without express permission from CMG/ESSG. CMG/ESSG's Insurance does not cover loss or damage caused by CMG/ESSG's employees' operating the Jennie-O Turkey Store owned or leased motor vehicle(s), and the Jennie-O Turkey Store therefore accepts full responsibility for and will indemnify CMG/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 vehicle(s), or arising out of or involving violation by the Jennie-O Turkey Store of this Paragraph unless such claims, injury, damage, fire, theft, collision, cargo damage or public liability damage is the result of CMG/ESSG's negligence or intentional misconduct;
- 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 Jennie-O Turkey Store premises during normal business hours and to make recommendations pertaining to job safety. Upon entering Jennie-O Turkey Store's premises, ESSG and its workers' compensation carrier agree to sign and abide by the premises' standard business visitors form. 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 CMG/ESSG's express prior written approval; and
 - e. Exclude Assigned Employees from Jennie-O Turkey Store benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
5. Jennie-O Turkey Store may hire an assigned employee, that they referred to CMG/ESSG, for permanent employment at anytime.
 6. Jennie-O Turkey Store is not obligated to hire an employee and the employee may continue to work for Jennie-O Turkey Store as an assigned employee under this Agreement.

Payment Terms, Bill Rates and Fees

3. Jennie-O Turkey Store will pay CMG/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 Jennie-O Turkey Store for services provided under this Agreement on a weekly basis. Payment is due within 30 days of receipt of each invoice. Jennie-O Turkey Store agrees to pay the costs of collection, including reasonable attorneys' fees and costs, if Jennie-O Turkey Store fails to pay amounts that are due and outstanding under this Agreement.

Duration of Agreement

4. This Agreement shall be for a term of one year and may be renewed by the parties thereafter for subsequent terms. This contract will renew on a month-to-month basis after one year until a new Agreement is mutually agreed upon in writing.

Miscellaneous

It is expressly understood that ESSG is and will be entirely and solely responsible for all negligent acts of its employees committed within the scope of employment while engaged in the performance of work contracted for hereunder. ESSG acknowledges that in order to maintain high quality standards, its employees shall be subject to all Client's rules and regulations and the day-to-day direction of Client's supervision. It is expressly understood that such general supervision shall not relieve, waive, reduce or otherwise alter in any respect ESSG's responsibility for all acts of its employees while employed by ESSG at the Client's office as provided hereunder.

Nothing contained herein will be considered to restrict Client's right to employ other independent contractors to work in the office on such terms as Client may decide, or to limit Client's right to enter into similar agreements with other independent contractors. It is further understood and agreed that Client at all times retains the absolute right to refuse to use or to continue to use a particular ESSG employee at any time for any lawful reason.

In the performance of work provided hereunder, ESSG agrees that it will be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any government agency or regulatory body, both state and federal. ESSG assumes full responsibility for the payment of all contributions, payroll taxes or assessments, state or federal, as to all ESSG employees engaged in the performance of work at Client's location hereunder, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal laws on this subject. ESSG further agrees to furnish Client, upon request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payroll. ESSG assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever kind and nature levied or assessed as a consequence of the work to be performed or on the compensation to be paid to its employees under this Agreement.

It is expressly understood that ESSG will be solely and entirely responsible for any loss or liability caused or arising from the negligent acts of ESSG employees committed within the scope of their employment while working at Client's location. Accordingly, ESSG must carry and maintain throughout the period of this contract, at ESSG's sole cost, workers' compensation and employer's liability insurance in an approved company or companies, to cover all classifications of work herein contemplated, and will also carry and maintain throughout the period of this contract general liability insurance in an approved company or companies, for each person and each accident in accordance with the schedule of insurance policies and amounts attached hereto, and made a part of this Agreement as Exhibit "B." Certificates of Insurance must be furnished to Client within ten (10) days from the date hereof. Such insurance must be adequate to protect both ESSG and Client from all liability on account of any injury or damage done to the persons or property any and all persons during or in consequence of the performance of the services provided by ESSG. The maintenance of such insurance will not in any manner affect ESSG's obligation to indemnify the Client, as provided below, and the maintenance of such approved insurance must be a condition precedent to the payment to ESSG of the compensation for the work and services provided for herein.

Each party will indemnify and hold harmless the other party and any company affiliated with or related to the other party in the present or the past, and their officers, directors, agents, representatives and employees, successors and assigns (collectively, the "Indemnified Party"), from and against any and all claims, loss, damage, costs, suits, actions, causes of action, expense and/or liability of any kind which the Indemnified Party may incur or be required to pay by reason of injury to and/or the death of any person, or damage to any property whatsoever, caused by any negligent act or omission committed within the scope of employment on the part of the Indemnifying Party or any of its employees, servants or agents, arising out of or in any manner connected with the performance of this Agreement, except to the extent due to any act, omission or negligence on the part of the Indemnified Party.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR INDIRECT LOSSES OR DAMAGES, WHETHER FORESEEABLE OR NOT, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE SUSTAINED BY A PARTY HERETO OR ANY THIRD PARTIES HOWSOEVER ARISING UNDER THIS AGREEMENT AND WHETHER UNDER CONTRACT, TORT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION,

THIRD PARTY CLAIMS, LOSS OF PROFITS, LOSS OF DATA, LOSS OF CUSTOMERS, OR DAMAGE TO REPUTATION OR GOODWILL).

ESSG agrees that all its employees supplied to Client by ESSG will be required to sign a separate Confidentiality Requirements form which protects Client's trade secrets, patents and other confidential information.

This Agreement will inure to the benefit or and be binding upon the successors and assigns of the parties; provided, however, that neither party may assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.

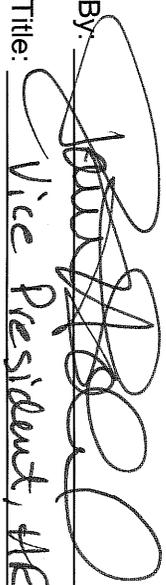
The failure of either party to enforce any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, will in no way be construed to be a waiver of such provisions, not in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision.

If any provision to this Agreement will contravene or be held invalid under any federal or state law or municipal ordinance, such contravention or invalidity shall not affect the remainder of this Agreement, which thereafter shall be construed as not containing the particular term or provision held to be invalid, and the right and obligations of the parties hereto will be construed and enforced accordingly.

This is the entire Agreement and supersedes any prior agreements or understandings reached between the parties. This agreement may be modified only by an instrument in writing, duly executed by the parties hereto.

AGREED TO:

JENNIE-O TURKEY STORE, INC

By:  _____ (LN)

Title: Vice President, HR + Admin.

Date: 9/16/09, 2008
1116 NW 4th Ave
Faribault, MN 55021

AGREED TO:

Corporate Management Group, Inc.

By:  _____

Date: 9/3/09
12000 Washington Street, Suite 290
Thornton, CO 80241

Employer Solutions Staffing Group, LLC

By:  _____

Date: 9/3/09
7301 Ohms Lane, Suite 405
Edina, Minnesota 55439

**Exhibit A
Rate Schedule**

Job Description: Food Manufacturing – Workers Compensation #8052
Payrolling

Financed Rates*	Regular hours	Overtime
Billing Multiplier	1.37	1.28

*Terms of net 30 days from receipt of invoice

Location: Faribault, MN

AGREED:

Jennie-O Turkey Store: JENNIE-O TURKEY STORE, INC

BY: 



Title: Vice President, HR + Admin

Dated: 9/16/09