



Letter Of Engagement

(407) 460-6316
acct_recv@TheLaborPros.com
390 N. Orange Ave.
Suite 2300
Orlando, FL 32801

ATTENTION:

Gary J. Clancy
Plant Manager
American Yeast Corporation-Tennessee
251 Stiles Drive
Memphis, Tennessee 38127

November 19, 2015

Dear Mr. Clancy:

This letter confirms the engagement of The Labor Pros, Inc. to represent the interests of American Yeast Corporation-Tennessee relative to labor matters. Third party education and persuader activity will be conducted by The Labor Pros, Inc..

The Labor Pros, Inc. appreciates the opportunity to provide such representation and has accepted this assignment based on the following criteria:

The Labor Pros, Inc. requests an initial retainer of \$5,000. The amount will be held and credited against the LAST The Labor Pros, Inc. billing relative to its representation.

Project Costs:

One Consultant – Nekeya Nunn @ 300.00 per hour
Location: 251 Stiles Drive
Memphis, Tennessee 38127

Expenses are billed at cost and include but are not limited to:

1. Transportation portal-to-portal including: airfare, train, auto rental, local transport (taxi, shuttles, etc.,) and mileage @ current IRS rate.
2. Lodging.
3. Meal and phone per diem will be billed at \$75/day
4. Miscellaneous expenses specific to case, i.e., research, NLRA guides, postage, Federal Express, clerical, etc.



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The Labor Pros, Inc. will forward its invoices monthly. All invoices are due and payable upon receipt. A finance charge of 1.5% per month will be assessed on all balances not received within 45 days of the date of the invoice.

We are aware that some corporations/companies require a "Purchase Order" to be established before any payments for invoices can be processed. If your organization has this requirement, please have your purchasing department contact our office to obtain any required information or documentation needed to complete your Purchase Order process. If your company does not contact us for this information we will assume that your company does not require a Purchase Order and prompt payments will be made on all invoices presented to your organization for our services.

Any estimate of anticipated fees that we provide at the request of American Yeast Corporation-Tennessee whether for budgeting purposes or otherwise, are only an approximation of potential fees due. Under no circumstances are such estimated costs to be viewed as a maximum or minimum fee quotation.

You shall, at all times have the right to terminate The Labor Pros, Inc. services upon written notice to that effect. The Labor Pros, Inc. shall, at all times, have the right to terminate our engagement if management fails to cooperate with us in any way which we may reasonably request, fails to timely pay statements for fees and costs, or in the event that we determine, totally within our discretion, that it would be unethical or impractical to continue our representation.

Both parties agree that this agreement shall be deemed fully enforceable and governed by the applicable laws of the State of Florida and Tennessee. Further, in the event of any material dispute arising out of this Agreement, specifically American Yeast Corporation-Tennessee agrees that it will be liable for any and all legal fees incurred by The Labor Pros, Inc.

If the foregoing terms and conditions are acceptable to you, please sign, date, and return one copy of this agreement to our office. We appreciate the opportunity to work with you on all labor matters as they may occur and appreciate our association with you.



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Yours truly,

Nekeya Nunn

President

The Labor Pros, Inc.

Approved and authorized by American Yeast Corporation-Tennessee

Name: GARY J. CLANCY

Title: PLANT MANAGER

Signature: [Handwritten Signature]

Date: NOV 20, 2015

Approved and authorized by The Labor Pros, Inc.:

Name: Nekeya Nunn

Title: President

Signature: Nekeya Nunn

Date: November 19, 2015