## PART TIME MECHANIC EMPLOYMENT AGREEMENT

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	("Employee") and Thunderbird Aviation, Inc., a Minnesota
("Com	ation with its principal place of business in Hennepin County, Minnesota pany")(collectively, "Parties"), agree to enter into this Employment Agreement ("Agreement") on day of, 20
Cloud A	WHEREAS, the Company provides complete general aviation services from its base at Flying Airport in Eden Prairie, Minnesota, Crystal Airport in Crystal, Minnesota and Bloomington, sota.
for the	WHEREAS, the Company desires to retain the services of Employee as a mechanic on airplanes Company and Employee desires to continue such appointment to perform such duties;
agrees therefo	WHEREAS, an express condition of Employee's employment with the Company, Employee to the terms and conditions set forth in this Agreement, and Employee desires to do so; now, re,
	IT IS AGREED AS FOLLOWS:
1.	<u>Purpose</u> . During Employee's employment, Employee will be provided access to, among other things, the Company's customers and customer contacts. It is anticipated that the Employee will develop additional customers and customer contacts. Employee will also be provided access to the Employer's selling, marketing, cost, pricing, service and profit margin techniques and information, all of which is not generally known. One of the purposes of this Agreement is to protect the Company's customer goodwill, its investment in its customer relationships and the above-described information, and the confidentiality of such information.
2.	Employment. Upon the terms, and subject to the conditions contained herein, the Company hereby employe Employee as a Part-Time Employee. Employee will initially be a Mechanic and perform work at both the Flying Cloud Airport and the Crystal Airport location, as well as assigned tasks and other duties for the Company as directed by the Operations Manager and Director of Maintenance. Employee's normal schedule will be  . Employee hereby accepts
	such employment, and during the employment term, shall devote Employee's full business time, skill, energy and attention to the business of the Company, which is, among other things, providing quality, professional, timely and efficient complete general aviation service. Employee shall perform Employee's duties in a diligent, trustworthy, loyal and business-like manner, all for the sole purpose of advancing the business of the Company. Employee agrees to follow the Company's policies and procedures which it may, from time to time, promulgate and change with or without notice.

3.

Compensation.

3.1 <u>Wages</u>. During the employment term, the Company shall pay, and Employee shall be entitled to receive from the Company, for the employment referred to in Paragraph 2 above an initial wage of \$\_\_\_\_\_\_ per hour, to be paid in semi-monthly installments, less all withholdings and payroll taxes required by law. No salary, commissions or bonuses are due or shall be earned for any period after the termination of the Employee's employment for any reason. Employee will be considered an exempt employee under the Fair Labor Standards Act. The Employee's wages may, at the Company's sole discretion, change from time to time.

No benefits will be provided.

- 3.2 <u>Expenses</u>. The Employee may submit approved business expenses to the Company for reimbursement. The Company retains the right to determine whether any expense incurred by the Employee was in the ordinary course of business and/or subject to reimbursement.
- 4. <u>Restrictive Covenants, Trade Secrets and Proprietary Rights.</u>
  - 4.1 <u>Definitions</u>. The following phrases, when used in this Paragraph 4, will have the meanings set forth below:
    - (a) "Confidential Information" means information not generally known about the Company's business, customers, services, processes and products, including information relating to research, development, production, accounting, pricing, costs, profits, engineering, marketing and selling (including, but not limited to, the identity of the Company's clients and prospective clients and their related contact information, and their purchasing history and tendencies);
  - 4.2 Return of Confidential Information. Employee will not, during or after the term of Employee's employment by the Company, copy, possess or use any Confidential Information, except as required by Employee's duties with the Company, or communicate, divulge or disclose any Confidential Information to any person or organization, except as authorized by Nancy Grazzini-Olson. Upon termination of Employee's employment with the Company, Employee agrees to leave with, or return to, the Company all records of Confidential Information in Employee's possession, whether prepared by Employee or others, whether originals or copies, whether in hard copy or stored on a diskette, USB drive, or hard drive or otherwise, including drawings, blueprints and other reproductions.

## 4.3 Covenant.

- (a) Employee agrees that during the term of his employment, and for a period of one (1) year after the termination of Employee's employment with the Company for whatever reason, Employee will not, directly or indirectly, either as an employee, independent contractor, partner, shareholder or any other capacity, for himself or any other person or entity, work in general aviation maintenance at any of the operators located at MIC and FCM airports, as well as no other locations owned by any of the operators with locations at MIC or FCM.
- (b) Non-Freelance Policy. As a condition of accepting employment with Thunderbird Aviation Inc., Employee agree not to provide maintenance work on aircraft outside of Thunderbird Aviation.

- 5. <u>Agreement</u>. Employee represents that Employee is free to enter into this Agreement and the acceptance of employment with the Company does not violate any agreement between Employee and any third party.
- 6. Remedies. The Parties acknowledge that any breach, violation or evasion by the Employee of the terms of Paragraph 4 above will result in an immediate and irreparable injury and harm to the Company, and will cause the Company to suffer damages in amounts difficult to ascertain. Accordingly, the Company shall be entitled to injunctive relief, as well as other legal or equitable remedies to which the Company may be entitled. Also, the Parties agree that a Court shall award the Company its costs and attorneys' fees if Employee breaches Paragraph 4 above.
- 7. <u>Term and Termination</u>. Employee's employment shall continue on the effective date of this Agreement and shall continue until terminated. Employee's employment with the Company is atwill, which means the employment relationship may be terminated by either Party at any time. Employee's obligations and the Company's rights under Paragraphs 4, 6, 9, 10, 11, 12, 13 and 14 shall survive Employee's employment. The at-will nature of Employee's employment with the Company cannot be altered except by a written agreement specifically altering the at-will nature of Employee's employment with the Company which is executed by the Employee and Nancy Grazzini-Olson.

However, notwithstanding the above, Company may terminate this Agreement immediately for cause. If Employee is terminated for cause, Company shall have no further obligation to Employee under this Agreement, except for accrued and unpaid compensation at the date of such termination. "Cause for termination" shall include, but not be limited to, the following grounds:

- (i) Employee's breach of the noncompete or nonsolicitation obligations agreed to by Employee in this Agreement;
- (ii) Dishonest, illegal or obvious and willful misconduct by Employee;
- (iii) Employee's failure to perform or meet the agreed upon written objective standards in the performance of Employee's duties, after proper review by Company and reasonable opportunity to correct identified failure(s) in the performance of Employee's duties; and
- (iv) A material breach by Employee of any of Employee's obligations under this Agreement and Employee does not cure the breach within five (5) calendar days after Company gives written notice to Employee describing the breach.
- 8. <u>Headings</u>. The captions set forth in this Agreement are for convenience only and shall not be considered as a part of this Agreement, or in any way limiting, interpreting or amplifying the terms and provisions hereof.
- 9. <u>Governing Law, Venue and Jurisdiction</u>. To the extent state law applies, this Agreement shall be interpreted, construed and governed by the laws of the State of Minnesota regardless of any conflict of laws analysis. In the event that any controversy or dispute arises hereunder, the Parties agree the venue for any litigation shall be within the State of Minnesota, and the Parties' consent to the jurisdiction of the District Court of Hennepin County, Minnesota.
- 10. <u>Whole Agreement</u>. This Agreement is the whole Agreement of the Parties concerning the subject matter hereof.
- 11. <u>Severability</u>. If this Agreement, a provision hereof or portion of a provision hereof, shall be held to be invalid, illegal or unenforceable by any court or governmental agency of competent

jurisdiction, such invalidity, illegality or unenforceability shall not effect any other provision or the remainder of the invalid, illegal or unenforceable provision of this Agreement. The Parties request that if a Court or governmental agency severs any provision or portion thereof, that it then substitute such other provision or portion thereof as will most nearly accomplish the Parties' intent to the extent permitted by applicable law.

- 12. <u>Reasonableness of Agreement</u>. The Employee represents that Employee has carefully read, considered and understands all the provisions of this Agreement and agrees that the restrictions contained herein are fair and reasonable, and are reasonably required to protect the Company's interests and business.
- Assignment. The Company may assign its rights and delegate its responsibility under this Agreement to any affiliated company or any corporation which acquires all or substantially all of the operating assets of the Company by merger, consolidation, dissolution, liquidation, combination, sale or transfer of assets or otherwise. Except as herein provided, the Parties may not assign any rights or obligations under this Agreement.
- 14. <u>Amendment</u>. This Agreement may only be amended by a written instrument duly executed by the Employee and Nancy Grazzini-Olson.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered effective as of the day and year first above written.

Thunderbird Aviation, Inc.		
By:	Ву:	
, its Operations Manager		, as an individual
Date:	Date:	
By: Nancy Grazzini-Olson, President		
Date:		