



3.1 Wages. 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 Expenses. 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. Restrictive Covenants, Trade Secrets and Proprietary Rights.

4.1 Definitions. 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. Agreement. 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. Term and Termination. Employee's employment shall continue on the effective date of this Agreement and shall continue until terminated. Employee's employment with the Company is at-will, 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. Headings. 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. Governing Law, Venue and Jurisdiction. 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. Whole Agreement. This Agreement is the whole Agreement of the Parties concerning the subject matter hereof.
  11. Severability. 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

