

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), effective as of the Effective Date listed on the signature page, by and between the undersigned company ("Company"), and the party identified on the signature page to this Agreement ("Employee").

The Company desires to employ the services of Employee upon the terms and conditions set forth below, and Employee is willing and agrees to be employed upon these terms and conditions.

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein and of the compensation to be paid by Company to Employee, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations Regarding Prior Agreements. Employee hereby represents and warrants to the Company that he or she: (a) is not subject to any written nonsolicitation or noncompetition agreement affecting his/her employment with the Company (other than any prior agreement with the Company), (b) is not subject to any written confidentiality or nonuse/nondisclosure agreement affecting his/her employment with the Company (other than any prior agreement with the Company), and (c) has brought to the Company no trade secrets, confidential information, documents, intellectual, personal or other property of a prior employer.

2. Employment.

(a) The Company hereby employs the Employee in the capacity identified on the signature page of this Agreement and on the terms and conditions set forth in this Agreement.

(b) During the period of employment Employee shall have the duties and responsibilities commensurate with such a position, subject to such duties, functions and responsibilities as may be established by the then current Manager or Managers of the Company (the "Manager") or President from time to time and in their sole discretion. During the period of employment, Employee shall devote substantially all of his/her business time and attention to the business of Company and its subsidiaries and affiliates, and shall perform Employee's duties hereunder to the best of his/her abilities in a competent, diligent, professional and efficient manner and shall comply with the Company's policies and procedures.

(c) During the period of employment with the Company, Employee shall not in any capacity, conduct or engage in any other business without the prior written approval of the Company's Manager or President, which may be withheld by them for any reason.

(d) Employee may continue to operate his cross fit gym programs so long as such activity is not conducted while conducting Company business and no activity related to the cross fit gym programs otherwise breaches a provision of this Agreement, including but not limited to Sections 6, 7 and 8.

3. Compensation and Expenses.

(a) Salary. For the services of the Employee to be rendered under this Agreement, the Company shall pay the Employee the compensation stated on the signature page ("Base Salary").

Such Base Salary shall be payable to the Employee on such dates as may be established by the Company from time-to-time.

(b) Expenses. Employee will be reimbursed in accordance with the Company's expense reimbursement policy for any reasonable and necessary business expenses incurred by Employee in the performance of his/her duties on behalf of the Company.

(c) Bonus. In addition to the Base Salary, Employee may be eligible for a discretionary performance bonus based on the results of Employee's performance evaluation as conducted by the Company's Manager and/or President, in such amount, if any, as the Manager or President in his/her sole judgment and discretion may determine.

4. Benefits.

(a) Vacation. For each 12-month period during the Term, the Employee will be entitled to 2 weeks of vacation without loss of compensation or other benefits to which he/she is entitled under this Agreement, to be taken at such times as the Employee may select and the affairs of the Company may permit. Further, he/she will be entitled to the standard paid Company holidays in effect by the Company from time to time. Any and all vacation must be used annually by Employee or it shall be forfeited. Upon termination or resignation of the Employee, the Employee shall not be entitled to monetary or other compensation for any unused vacation days.

(b) Employee Benefit Programs. Employee shall be entitled to participate in or receive benefits under any employee benefit plans including, but not limited to, medical, dental and group life insurance, and other benefit plans and programs of Company subject to and on a basis consistent with the terms and conditions of such benefit plans and programs as may be changed from time to time by the Company. These benefits are effective the first day of the calendar month at least 60 days after the Start Date (as listed on the signature page to this Agreement). Employee shall be responsible for co-payment of health benefits.

5. Term and Termination.

(a) The term of this Agreement and Employee's period of employment hereunder will begin on the Start Date and will continue until terminated in accordance with the provisions of this Agreement.

(b) The employment relationship between Employee and the Company is **AT WILL** and can be terminated by either party at any time with or without cause, with or without reason, and with or without notice. No person, manager or representative of Company, other than the Manager or President, has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to the foregoing and, if said agreement is made, it will not be valid unless it is reduced to writing and signed by the Manager or President and Employee.

6. Non-Competition/Non-Solicitation. The Employee recognizes the highly competitive nature of the business of the Company and hereby agrees that during the period of employment and for a period of one (1) year thereafter (the "Noncompete Period"), the Employee shall not for any reason, directly

or indirectly (except as a passive investor in less than 5% percent of the outstanding capital stock of a publicly traded corporation):

(a) In any state in the United States and additionally in any country in the world in which the Company is (during the period of the Employee's employment) conducting or soliciting business, engage in, have an interest in, or aid or assist any person or entity in conducting, engaging or having an interest in (whether as an owner, principal, lender, stockholder, partner, employer, employee, consultant, officer, director or otherwise) for any business or enterprise which is substantially the same as or is in competition with the business carried on by the Company during the period of the Employee's employment;

(b) Solicit, divert, take away, interfere with or accept any business from any then-existing or prospective customers of the Company;

(c) Employ, attempt to employ or solicit for employment any employee or independent contractor of the Company, or induce or otherwise advise any employee or independent contractor to leave the employ or engagement of the Company or to engage in any of the activities prohibited hereby.

(d) Employee agrees that if any portion of the restrictive covenants set forth in this Section is held to be unreasonable, arbitrary or against public policy, then each covenant shall be considered divisible as to time, geographic area, and other relevant feature, with each month of a specified period being deemed a separate period of time. Employee further agrees that if any court of competent jurisdiction determines that a specified time period, a specified geographic area, a specified occupational limitation, other relevant feature, or any provision of this Section is unreasonable, arbitrary or against public policy, a lesser time period, geographical area, occupational limitation or other relevant feature shall be enforced against Employee to the maximum extent which is determined by such court to be reasonable, not arbitrary and not against public policy, and that the remaining provisions of this Section shall be construed and enforced so as to provide the Company with the maximum protection permitted by law.

(e) From Effective Date until a period ending 2 years after the termination of the Employee's engagement with the Company, neither party shall make any public disparaging statements, written, verbal or otherwise, concerning the other party or, its members, managers, officers, directors, employees, attorneys, agents, or contracting parties, or its business or operations.

7. Proprietary Rights. The Employee hereby assigns to the Company the Employee's entire right, title and interest in and to Proprietary Rights, whether patentable or not, made or conceived solely by the Employee or jointly with others while employed by the Company, together with such patent(s), copyrights or other instruments (or applications(s) therefor), as may be obtained or filed thereon in any country. Further, at the request and sole expense of the Company, Employee will at any time while employed by the Company and for a period of 2 years after the termination thereof for any reason or no reason, execute all documents for use in applying for, obtaining and maintaining such patent(s), copyrights or other instruments as the Company may desire, and execute and deliver all formal assignments therefor. The Employee will disclose promptly and fully to the Company all said ideas, inventions, improvements, developments and designs. All Proprietary Rights of the Employee shall be deemed a work made for hire, where applicable. The term "Proprietary Rights" shall mean trade secrets, confidential knowledge, data or any other proprietary information or intellectual property made or conceived by Employee. By way of illustration but not limitation, "Proprietary Rights" includes (a) trade secrets, inventions, mask

works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company.

8. Non-Disclosure of Confidential Information.

(a) Employee agrees that during this Agreement and at all times thereafter, he/she shall not, directly or indirectly, divulge, disclose or appropriate to his/her own use, or to the use of any third party, any Proprietary Information (as defined below) of the Company, whether he/she obtains such Proprietary Information before, during or after, the term this Agreement.

(b) For purposes of this Agreement,

(i) "Proprietary Information" means all secret, proprietary or confidential information or knowledge concerning the Company, or its subsidiaries, affiliates or other Entities (as defined below), including, but not limited to, information pertaining to trade secrets, systems, manuals, pricing, bidding procedures, bid contests, job details, confidential reports, methods, processes, financial data and reports, employee records and statistics, client and customer lists as well as potential client and potential customer lists, suppliers and supplier lists, customer relationships and supplier relationships, marketing, creation and/or expansion plans, planned locations for operation, financial information, and/or prospectuses, business strategies, litigation and litigation strategies, operating procedures, equipment and methods used and preferred by clients and customers of the Company, and fees paid by them, unpublished or non-public information, any knowledge gained by Employee in providing services under this Agreement and any information which Employee is obligated to treat as confidential pursuant to any course of dealing or any agreement to which Employee is a party or otherwise bound; provided, however, that Proprietary Information shall not be deemed to include any of the foregoing which (1) is or becomes generally available to the public, other than as a result of Employee's actions, inactions, conduct and/or intentional or unintentional violation of this section, or the actions, inactions, conduct and/or intentional or unintentional violation of this Section 8, of any other person to be bound by a duty (contractual or otherwise) of confidentiality to the Company or its affiliates (or, if applicable, any successors or assigns); or (2) is required by law or court order or subpoena to be disclosed by him provided that he/she gives the Company prompt advance written notice of such requirement and cooperates with any attempt by the Company to eliminate, limit or reduce such requirement so as to minimize disclosure.

(ii) The terms "client" and "customer" shall include current and past clients and customers of the Company, its subsidiaries or affiliates, and potential clients and customers for whom proposals have been made or are being prepared.

(iii) The Company may share services and facilities with other entities located in the same building or nearby buildings as the Company. As a result of such arrangements, as an employee, you may be privy to confidential information about any number of these entities. Therefore, "Proprietary Information" shall include any information related to the financial, funding or other relationship that may now or at any time exist between the Company and any other Entities or parties located in the same or nearby building as the Company; and any

information Employee may encounter, including but not limited to customers, clients, marketing, advertising, and other assets, that in any way relates to any entities or parties located in the same or nearby buildings as the Company.

(c) Employee agrees to deliver to the Company at the termination of Employee's employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, documents and other materials (and copies thereof and electronic versions of such materials) relating to the Proprietary Information, and to deliver together therewith any computers or devices owned by the Company that may contain such materials, that Employee may then possess or have under his/her control, and agrees to destroy and not to retain any memoranda, notes, plans, records, reports, documents and other materials (and copies thereof and electronic versions of such materials) relating to Proprietary Information to the extent contained in any computers or devices not owned by the Company (including Employee's home and personal computers and all e-mail accounts). Employee hereby represents and warrants that Employee shall not use any confidential information or trade secrets of any third party in connection with the performance of his/her duties hereunder.

9. Goodwill of Entities. Employee acknowledges and agrees that:

(a) Employee will occupy a position of trust and confidence with the Company, and during the course of Employee's employment with the Company Employee will become familiar with the Company's trade secrets and other valuable confidential business and professional information and other non-public information relating to the Company and its parents, subsidiaries, affiliates and related entities (collectively "Entities") developed or used by the Entities in connection with their business that is not generally known to the public or the industry which give the Entities an advantage in the marketplace and from which the Entities derive independent economic value, and Employee's services have been and shall be of special, unique and extraordinary value to the Entities.

(b) During the course of Employee's employment with the Company Employee will become familiar with the Entities' substantial relationships with their existing and prospective employees, customers, clients, suppliers and other business relations (including, without limitation, by developing relationships with the Company's customers and clients nationally and assisting the Company in expanding its national and international customer and client base), and has acquired and will acquire confidential information relating to those employees, customers, clients, suppliers and other business relations, and such employees, customers, clients, suppliers and other business relationships are extremely valuable to the Entities, making the Entities' protection of their relationships with those employees, customers, clients, suppliers and other business relations essential.

(c) The Entities have a significant amount of goodwill associated with their ongoing business, represented in part by their trade names, customer and client relationships, and the Entities' history of operations and such goodwill extends throughout the United States any other geographic areas in which the Entities are now or then conducting business, and that the Entities have customers and clients throughout the United States, and that the Entities solicit prospective customers and clients throughout the United States and internationally through offices in numerous locations.

(d) The restrictions contained in Sections 6 through 8 are necessary, reasonable and appropriate to protect the Entities and their goodwill, and compliance with such restrictions does not and will not preclude Employee from earning a livelihood and the Entities and their national goodwill will be substantially threatened by any violation of any of Sections 6 through 8, and therefore it is reasonable to expect Employee to comply with those Sections and the potential harm to the Entities of the non-enforcement of Sections 6 through 8 outweighs any harm to Employee of their enforcement by injunction or otherwise, and such restrictions imposed by this Agreement are reasonable with respect to period, scope and area.

(e) The execution, delivery and performance of this Agreement by Employee does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Employee is a party or by which he/she is bound, or any judgment, order or decree to which Employee is subject.

10. Enforcement.

(a) It is the desire and intent of the parties hereto that provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement may be sought. Accordingly, to the extent any provision hereof is deemed unenforceable by limitation thereon, the parties agree that the same shall, nevertheless, be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction in which enforcement is sought. Furthermore, in the event any provision of this Agreement shall be held by a court to be unenforceable, the remaining provisions shall remain unaffected thereby and in full force and effect.

(b) The parties hereto acknowledge and agree that the provisions of any of Sections 6 through 8 are necessary, reasonable and appropriate for the protection of the Entities' business interests, that irreparable injury will result to the Entities if Employee breaches any of the provisions of any of Sections 6 through 8 and money damages would not be an adequate remedy for any breach by Employee of this Agreement and that the Entities will not have any adequate remedy at law for any such breach. Therefore, in the event of a breach or threatened breach of this Agreement, any of the Entities, in addition to other rights and remedies existing in their favor, shall be entitled to specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without the necessity of showing actual money damages, or posting a bond or other security). In addition, in the event of a breach or violation by Employee of the provisions of Section 6 the Noncompete Period shall be automatically extended by the amount of time between the initial occurrence of the breach or violation and when such breach or violation has been duly cured.

11. Waiver of Breach. The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach hereof.

12. Notices. All notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth on the signature page of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

13. Electronic Communication; Access.

(a) Employee may be provided electronic mail ("e-mail") by Company for use in Company business. The e-mail system is to be used for Company business related purposes only; all messages sent, received or stored in the e-mail system shall be Company property, unless expressly disclaimed at any time by the Company. Company shall at all times have the capability to access, review, copy and delete any messages sent, received or stored on the e-mail system. Company reserves the right to access, review, copy or delete all such messages for any purpose or no purpose whatsoever and to disclose them to any party Company deems appropriate with no expectation of privacy on the part of the Employee. Personal messages transmitted via the e-mail system (or on the Company computer network through any non-Company e-mail account) shall be treated no differently from any other messages, shall be deemed Company property (unless expressly disclaimed at any time by the Company), and Company reserves the right to access, review, copy, delete or disclose them for any purpose. Proprietary Information should never be transmitted or forwarded to individuals or parties outside the Company without prior written authorization of the Company. Use of the e-mail system to copy and/or transmit any Proprietary Information, Company documents, software, or other information protected by copyright laws is prohibited. The Company prohibits the use of the e-mail system to make any communication that violates Company policies in place from time to time.

(b) Employee acknowledge that the computer systems provided or paid for by the Company and information therein belongs to the Company and Employee has no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, or documents that are used to conduct the business of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion.

(c) Employee acknowledges and agrees that any Social Media activities conducted by the Employee on behalf of the Company shall be deemed property of the Company and subject to Section 7 of this Agreement. All accounts, identities, user names, 'followers' and 'friends' (or similar terms used from system to system and from time to time), all posting and content thereof authorized by the Company, and social network contacts Employee communicates with for Company business (collectively "Social Media Content") shall be deemed Company property owner entirely by the Company. Employee shall not take any action during the term of his/her employment or any time thereafter vis-a-vis the Social Media Content in violation of this Agreement of Company policy. Unless previously authorized by the Company, Employee is not authorized to create any social networking account or post any online content speaking on behalf of Company or that suggests that Employee speak for and/or on behalf of Company. All social networking accounts and public postings of content that relate to Company's business and operations or representations on behalf of Company must be approved by the Company. Company reserves the right to restrict and monitor Employee's Social Media communications, on Company's Social Media sites and/or on Company's computers or electronic devices. Upon termination, Employee shall assign and provide to the Company, user names and passwords to access any Social Media Content that is the property of Company. The obligations and restrictions of this Section shall include Company-hosted Social Media, and non-Company Social Media in which the employee's Company affiliation is known, identified or presumed.

"Social Media" is defined as the Internet-based technologies, tools and content that enable people to connect online, share their interests and engage in conversations. Examples include blogs, social networks sites (such as Twitter, LinkedIn, Facebook), video sharing websites, and virtual worlds.

14. Assignment. The Employee may not assign his/her rights or delegate his/her duties under this Agreement.

15. Governing Law, Venue and Jurisdiction. This Agreement shall be governed, construed and interpreted and enforced in accordance with the laws of the state of Michigan, without reference to its conflicts of laws statutes. With respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement, the parties submit to the jurisdiction and venue of the Circuit Court for the County of Oakland, State of Michigan or if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan. The Company and Employee hereby waive any objections that either may or could have to either jurisdiction or venue and stipulate that the venues referenced in this Agreement are convenient.

16. Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement shall not be affected and this Agreement shall be construed as if the invalid or unenforceable provisions were omitted.

17. Background Check; Immigration Verification. The offer for employment as set forth in this Agreement shall be contingent upon: (a) Company's satisfaction in its sole and unfettered discretion with the outcome of a pre-employment background check; and (b) verification and approval of your identify and legal authority to work in the United States in accordance with US immigration laws (Form I-9).

18. Entire Agreement. This instrument, the offer letter, and any agreements referenced herein contain the entire agreement of the parties hereto relating to the subject matter hereof and supersede any and all prior understandings, oral or written, regarding the subject matter hereof. This Agreement may not be waived, changed, modified, extended or discharged orally but only by agreement in writing and signed by the parties hereto.

19. Attorney Review. Employee has carefully reviewed this Agreement and has been given the opportunity to consult with independent legal counsel regarding his/her rights and obligations under this Agreement and has consulted with such independent legal counsel regarding the foregoing (or after carefully reviewing this Agreement, has freely decided not to consult with independent legal counsel), has given careful consideration to the restraints imposed upon Employee by this Agreement, fully understands the terms and conditions contained herein and is in full accord as to their necessity for the reasonable and proper protection of the Company and intends for such terms to be binding on and enforceable against Employee.

20. Legal counsel. Employee shall have no right to engage any legal counsel or third-party law firm on behalf of the Company or an Entity without the prior written consent of Oakland Law Group PLLC ("OLG"). If any professional or legal fees are incurred at Employee's request without prior written authorization ("Unauthorized Law Firm"), Employee shall indemnify the Company for all fees and costs incurred. Employee's consent or agreement to such Unauthorized Law Firm's engagement letter or terms shall be evidence per se of Employee's permission to allow OLG to settle all fees and

costs incurred in such matters by the Unauthorized Law Firm or their agents and designees and offset such amounts against Employee's salary or other compensation. Employee may, however, reimburse the Company directly in one lump sum for such amounts.

21. Construction. This Agreement may be executed in counterparts and may be accepted by facsimile signature, all of which counterparts, taken together shall constitute one and the same instrument. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

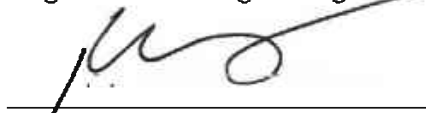
22. Survival. Notwithstanding anything to the contrary contained in this Agreement, termination of this Agreement shall not prejudice or otherwise adversely affect any of the rights and obligations of the parties hereto to any third party or entity, and the provisions that are clearly meant to survive any termination of this Agreement will survive and remain in full force and effect, including without limitation, the provisions of Section 6 through and including Section 8 above.

23. Amendment. This Agreement may be amended, modified, superseded or canceled, in whole or in part, only by a written instrument executed by Employee and by the Manager or President of the Company with the authority to execute said specific written instrument on behalf of the Company.

WHEREOF, the parties have executed this Agreement as of the "Effective Date" of October 5th, 2015.

"Company"

Stage 2 Contract Engineering LLC



By: William Tally

Its: President

27800 Haggerty Rd
Farmington Hills, MI 48331

"Employee"



Thomas Reesbach

3052 Carlyle

Auburn ME 04810

Employee Title: Mechanical Engineer

Base Salary: \$ 84,000

Start Date: 10/19/15