

SALARIED COMPENSATION AGREEMENT

You understand that as an at-will employee of Alpine Towing, you will be compensated as an Salaried Employee in accordance with the Fair Labor Standards Act. Salary will be paid on a weekly basis for the prior workweek. Salaries are based on this agreed amount and will be based on a minimum work week of _____ hours. Your weekly salary may be changed by Alpine Towing upon written notice of any such change. You will be notified in writing should your salary rate change. You understand and agree that you will not be paid on an hourly basis and you are not entitled to overtime (time and a half) for hours worked over 40 in a work week.

You agree that you will clock in and clock out of work each day. If you fail to clock in and out, you may be subject to discipline, up to and including termination. You are required to accurately and truthfully report your time. If you are unable to clock in or out, you are required to immediately advise your supervisor and report your hours worked to them.

This agreement is effective as of the date signed below through the end of your employment with Alpine Towing, or upon modification of the terms as set forth above. You acknowledge and agree that you have had an opportunity to review this agreement before signing. If you have any questions about your pay or how it is calculated, please do not hesitate to contact your supervisor.

EMPLOYEE PRINT NAME

EMPLOYEE SIGNATURE

DATE

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement ("Agreement") is entered into between _____ ("Employee") and Alpine Towing, Inc., d/b/a Galactic Towing (the "Corporation") and is effective as of _____ (the "Effective Date").

(1) **Employment at-will.** Employee agrees and acknowledges that his or her employment with the Corporation is "at-will," which means that either the Employee or the Corporation may terminate the employment relationship at any time. Employee acknowledges that his or her offer of employment or continued employment is good and sufficient consideration for this Agreement. This Agreement is completely independent of any other agreements, verbal or written, between the Employee and the Corporation.

(2) **Non-Competition and Non-Solicitation.** Employee acknowledges and agrees that the Corporation has a legitimate business interest in maintaining its customer list and that the Corporation is engaged in a highly competitive business. The Corporation has invested considerable time and money in developing programs and procedures to market and efficiently operate its business, all of which constitute legitimate business interest. The Corporation's customer lists and other trade secrets are of significant economic value to its competitors.

In consideration of employment or continued employment by the Corporation and access to the Confidential Information and the Corporation's clients and customers and in consideration of the unique knowledge, skill, and training to which Employee will be given access as an employee of the Corporation, Employee agrees that throughout his or her employment with the Corporation and for the three (3) year period following termination of his employment for any reason, Employee shall not, for himself/herself or others, directly or indirectly, in any capacity whatsoever, including, without limitation, as an employee, employer, consultant, member, principal, partner, shareholder, officer, director, agent, holder of financial interest, or any other individual or representative capacity, in any individual partnership, corporation, limited liability company, association, trust, joint venture, unincorporated association or government entity, whether on the Employee's own behalf or on behalf of any other person or entity or otherwise howsoever, within a 50 mile geographic location from the Corporation (3500 NW 67th Street, Miami, FL 33147) at the time of termination of Employee's employment with the Corporation:

(i) Be employed, engaged or involved in any capacity with any business which is in competition with the business of the Corporation and/or its affiliates, specifically, any towing company;

(ii) Solicit, divert or take away or attempt to solicit, divert or take away any of the Corporation's customers; or

(iii) Solicit, divert or take away, or attempt to solicit, divert or take away, any of the Corporation's employees or encourage any employee of the Corporation to sever his or her relationship with the Corporation.

(3) **Non-Disclosure of Confidential Information.** Employee also agrees that he or she will not disclose or threaten to disclose to any third party any Confidential Information, including information belonging to the Corporation which are of a special and unique value to a competitor and which are not readily ascertainable by proper means by other persons. Further, Employee will not use any Confidential Information for his or her own benefit or for the benefit of another.

The non-competition, confidentiality and non-solicitation obligations contained in this Agreement will be extended by the length of time which Employee is in breach of any of the provisions of such sections.

(4) **Remedies.** If Employee breaches any of the provisions of this Agreement, the Corporation shall have the right to enjoin the Employee from such breach or threatened breach and to have the obligations of this Agreement specifically enforced by any court of competent jurisdiction. Employee acknowledges and agrees that any breach or threatened breach of this Agreement would cause irreparable injury to the Corporation and that it would be difficult, if not impossible, to accurately measure in dollars the damages that would be sustained by the Corporation. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The exclusive jurisdiction for any action to interpret or enforce this Agreement shall be the state courts situated in Miami-Dade County, Florida, or federal court situated in the Southern District of Florida. The prevailing party in any such action to enforce this Agreement shall be entitled to attorney's fees and costs incurred in connection therewith.

(5) **Time to Consult with an Attorney.** Employee acknowledges that he or she has been given sufficient time to consider this Agreement and consult with an attorney.

(6) **Miscellaneous.** This Agreement shall not be modified or amended except in writing and signed by both parties. Failure of the Corporation to enforce the terms of this Agreement shall not constitute a waiver or relinquishment of any right granted in this Agreement. If any provision or covenant or part thereof is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, such a finding shall not affect the validity or legality or enforceability of any of the remaining provisions or covenants of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EMPLOYEE:

Employee Signature: _____

Employee Print Name: _____

Dated: _____

ALPINE TOWING, INC., d/b/a GALACTIC TOWING

By: LARRY SARA VIA

Dated: _____