This Agreement is made and entered into by and between Party of the First Part, hereinafter called “Employer” and Party of the Second Part, hereinafter called “Employee”.

1. **PURPOSE**. is engaged in the general construction business and is dependent substantially upon , its President and General Manager of said company. That the Employer enjoys substantial bonding capacities when is necessary in order to be competitive upon bidding construction jobs and the companies writing the construction bonds of the Employer have required the Employer enter into certain Employment Continuation Agreements with certain key personnel of Employer, pursuant to the terms of which, certain key personnel will agree to remain employed by the Employer for a period necessary to wind up and complete certain uncompleted projects for a period of up to two (2) years after the death of

, President of the corporation.

1. C**ONTINUATION OF EMPLOYMENT**. The undersigned, , being employed with the Employer as , does hereby specifically agree to continuing his employment with the Employer upon the following terms and conditions:
   1. That he agrees to remain in employment with the Employer for a period of up to two (2) years from and after the death of , President of Employer.
   2. That continued employment shall be for the purpose of completing all uncompleted projects of employment shall be for a period that is necessary to complete said projects which shall be for a period of no longer that two (2) years from the date of death of unless said Employee agrees to continue his employment for a longer period.
   3. The employment shall be for the specific duties Employee was hired to perform as existing upon the date of death.
   4. Said Employee shall continue his employment in a good and workmanlike manner consistent with and comparable to his work that existed prior to the date of death.
   5. For said employment for said Employee as outlined herein, the Employee shall be paid a bonus of 10% (ten percent) of the net profit from said work ref: 2 (b) which shall be payable upon completion of his employment for a period of up to two (2) years and further conditioned that he perform the same in a satisfactory manner comparable to those skills exercised by him prior to the date of death.
   6. That said bonus shall be in addition to any regular salary said Employee is entitled to.
2. **AGREEMENT VOID UNDER CERTAIN CONDITIONS**. The parties hereto understand and agree that this agreement shall be effective only if the Employer has any work to be performed upon the death of . Furthermore, this agreement shall be null and void and of no force and effect if there is no work to be performed upon the death of .
3. **FUNDING BONUS WITH INSURANCE**. To guarantee the availability of funds to pay the bonus herein provided for, the Employer agrees to take out and keep in force and effect, life insurance upon the life of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in order to provide the Employer with adequate funds to pay bonus as herein provided for.

IN WITNESS WHEREOF the parties hereto have executed this agreement in two counterparts, each of which shall be deemed on original. This day of , .

EMPLOYER

EMPLOYEE