

## **EMPLOYMENT SEVERANCE AGREEMENT**

THIS EMPLOYMENT SEVERANCE AGREEMENT is entered into as of the 15th day of June, 2015, by and between THE MANDATORY POSTER AGENCY, INC., with its principal place of business located at 5859 West Saginaw Highway, Suite 343, Lansing, Michigan 48917 (the "Corporation") and JOSEPH P. SHEETS, whose address is 2855 River Pointe Drive, Holt, Michigan 48842 (the "Employee").

### **BACKGROUND**

Employee has been employed by the Corporation as an IT Manager and has performed in an outstanding and exemplary manner.

The Corporation desires to retain the services of Employee and offers inducements to the Employee for his continued employment.

The Corporation and the Employee desire to enter into this Employment Severance Agreement.

In consideration of the mutual promises as set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **AGREEMENT**

1. ***Employment and Duties.*** The Corporation agrees to employ and the Employee agrees to be employed as an IT Manager of the Corporation's business. Employee shall work in the management and supervision of the aspects of the Corporation's IT business, as directed by the Officers of the Corporation.

2. ***Term.*** This Employment Severance Agreement shall be effective as of the date of this Agreement and continue until terminated by either the Corporation or the Employee. The parties expressly agree that Employee's employment with the Corporation is at-will and can be terminated at any time, with or without cause, by either the Employee or the Corporation.

3. ***Severance.*** In the event the Corporation elects to terminate this Agreement without "cause," as defined below, the Corporation shall pay to Employee an amount equal to 12 weeks of salary at Employee's rate of pay in effect on the date of the termination ("the "severance payment") and the cost for continuing health insurance from the date of separation until Employee obtains new employment or for 12 weeks, whichever comes sooner. In the event the Corporation terminates this agreement for "cause" defined below, the Employee shall not be entitled to severance payment. This severance obligation shall be personally guaranteed by Employer's owners, Joseph Fata, Steven Fata, and Thomas Fata.

"Cause" shall mean (i) any act of personal dishonesty taken by the Employee in connection with his responsibilities as an Officer and

intended to result in substantial personal enrichment of the Employee; (ii) the conviction of a felony that had or will have a material detrimental effect on the Corporation's reputation or business; (iii) a willful act by the Employee that constitutes gross misconduct and that is injurious to the Corporation; and (iv) continued violations by the Employee of the Employee's obligations that are demonstrably willful and deliberate on the Employee's part after there has been delivered to the Employee a written demand for performance from the Corporation that describes the basis for the Corporation's belief that the Employee has not substantially performed his duties.

4. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties, their officers, directors, agents, successors and assigns. The parties mutually agree each in good faith to take all steps and execute such documents reasonably necessary to carry out and otherwise put into effect the terms of this Agreement. In the interpretation of this Agreement, it shall be construed as if it were written by the parties, with no inference or presumption claim either for or against any of the parties because of who might have prepared this Agreement or any of its terms. This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan.

IN WITNESS WHEREOF, this Employment Severance Agreement is entered into as of the day and year first above written.

**CORPORATION:**

**EMPLOYEE:**

**THE MANDATORY POSTER AGENCY,  
INC.,** a Michigan corporation,

By: \_\_\_\_\_  
Steven Fata  
Its: Vice President

\_\_\_\_\_  
Joseph P. Sheets

**GUARANTEE**

The undersigned personally guarantee the Company's severance obligation to Joseph P. Sheets set forth in this Agreement.

\_\_\_\_\_  
Joseph Fata

\_\_\_\_\_  
Steven Fata

\_\_\_\_\_  
Thomas Fata