\*\*\*Employment Agreement\*\*\*

This employment agreement (“Agreement”) is entered into and effective as of the date of the final signature between Michael Bluth (“Employee”) and the Bluth Company, Inc. (“Bluth”).

\*\*1. Position and Duties\*\*

Bluth agrees to employ Employee as the Chief Operations Officer (“COO”), and Employee agrees to perform such duties as are customarily associated with the position of COO, and such further duties as are assigned to Employee by Bluth.

\*\*2. Time and Effort\*\*

Employee shall devote such time and effort to the business and affairs of Bluth as is necessary to fulfill the responsibilities of the COO position, and to comply with Bluth's policies and procedures, including but not limited to attendance and punctuality requirements, conflict of interest policies, and code of ethics.

\*\*3. Compensation\*\*

Bluth shall pay Employee an annual salary of $450,000, payable in accordance with the Company's regular payroll practices. Employee shall also be eligible to earn annual bonuses based on the Company's achievement of specific financial goals.

\*\*4. Confidential Information\*\*

Employee acknowledges that during the course of their employment, they will have access to certain confidential and proprietary information of Bluth, including but not limited to customer lists, pricing information, trade secrets, and business strategies. Employee agrees to keep all such information confidential and not to disclose or use such information for any purpose other than to carry out Employee's duties and responsibilities under this Agreement.

\*\*5. Term and Termination\*\*

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days’ written notice to the other party. Bluth reserves the right to terminate Employee's employment immediately for cause, including but not limited to a violation of the Company's policies and procedures, insubordination, or failure to perform the duties of the COO position.

\*\*6. Non-Competition and Non-Solicitation\*\*

During the term of this Agreement, and for a period of twelve (12) months following the termination of this Agreement, Employee agrees not to compete with Bluth or solicit Bluth's customers or employees.

\*\*7. Governing Law\*\*

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

\*\*8. Entire Agreement\*\*

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties.

Signed:

Bluth Company, Inc.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: John Bluth, CEO

Michael Bluth, COO

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: [Date]