

“AT WILL” EMPLOYMENT AGREEMENT

This is an “At Will” employment agreement between Nevada Railroad Materials, Inc. (hereinafter referred to as “NRM”), and _____ (“Employee”), collectively referred to as “the parties.” In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Title and Salary. NRM will employ Employee as a/an: _____ and pay Employee a wage/salary of _____, per hour/week. There are no other job benefits unless set forth herein in writing. NRM makes no promises regarding the number of hours it will ask Employee to work in any given time period; Employee understands that the number of hours may vary with the needs of NRM. All employees have a probationary period of 90 days.

2. Policy Manual and "at will" Status. This is an “At Will” employment agreement. Nothing in NRM’s policies, actions, or this document shall be construed to alter the “At Will” nature of Employee’s status with NRM, and Employee understands that NRM may terminate his/her employment at any time for any reason or for no reason, provided it is not terminated in violation of state or federal law.

3. Non-Competition Agreement. In consideration of the training to be provided by NRM to the Employee, Employee will not, either during employment with NRM or for a period of two years thereafter directly, for himself/herself or any third party, accept employment or engage in any business or activity which is directly in competition with NRM. Employee will not solicit any current customer or potential customer of NRM identified during the course of employment with NRM, or otherwise divert or attempt to divert any existing business of NRM. Employee will not, either during employment with NRM or for a period of two years thereafter directly for Employee or any third party, solicit, induce, recruit, or cause another person in the employ of NRM to terminate his/her employment for the purpose of joining, associating or becoming employed with any business or activity which is in competition with any products and/or services sold, marketed, or provided by NRM. The geographical area to which this non-competition agreement applies is any area in which NRM currently solicits or conducts business, and/or any area in which NRM plans to solicit or conduct business for a period of two years after Employee leaves employment with NRM. Both parties agree that the time and scope of this Non-Competition agreement are reasonable. If a court finds the time and/or scope of this Non-Competition agreement unreasonable, it should reasonably modify the agreement to protect the NRM to the maximum permitted by law.

4. Return of Employer's Property. At any time upon the demand of NRM, and in any event, upon termination of employment with NRM, Employee will immediately deliver to NRM all Radios, Phones, Company issued Credit Cards, Computers, Manuals, and other NRM issued items which are the property of NRM, though they may be entrusted to Employee on a temporary basis. Employee further agrees that upon termination of

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employment to return their E-rail Badge (Issued to employee but remains the property of NRM)

5. Lost or Damaged Property. Company Cell phones, radios and computers issued to the employee are the responsibility of the employee, and if they are damaged or lost NRM will withhold via payroll deduction the total replacement cost of said property.

6. Payroll Checks. Employee understands and agrees that all pay is made to employee by direct deposit. Employee understands and agrees that upon termination of employment the final paycheck is not eligible for direct deposit and will be mailed to the address on file with the corporate office upon return of all NRM property, including their E-Rail badge. If the employee fails to return all NRM property they understand that:

- a. For each standard cellphone not returned \$100.00 will be deducted, for each Smartphone, \$500.00 will be deducted.
- b. If E-Rail badge is not returned \$150.00
- c. For each radio not returned \$1000.00 will be deducted.
- d. For each computer not returned \$1200.00 will be deducted.

Employee further understands and agrees if they voluntarily leave the employ of NRM within their first 30 days of employment any costs associated with getting them to the jobsite (i.e.: plane/train/bus tickets, rental cars etc.) will be deducted from their final payroll check. It will be the employee's responsibility to get home from the jobsite. If an employee is terminated NRM will make reasonable arrangements (i.e.: plane/train/bus tickets, rental cars etc.) to get them back to where we brought them to the jobsite from.

If there is not enough in the final paycheck to cover these costs a bill will be issued for the remaining balance and if not paid will be subject to all collection processes.

7. Time off and Holiday Pay. As an employee of NRM each employee earns Personal Time Off, (PTO) beginning the first week of employment, as is on a graduated basis, based on length of employment with NRM. PTO will not be available for the employees use until they have completed the 90 day probationary period. If the employee leaves the employ of NRM prior to passing the 90 day probationary period all earned PTO is forfeited. After the probationary period, PTO is available for use by the employee, with supervisor approval and based on the needs of the company.

Holiday pay is available to an employee once they have completed the 90 day probationary period for NRM recognized holidays. These holidays are, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

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8. Company Vehicles. Company vehicles are to be driven only by authorized employees of NRM. Company vehicles are for the use and transportation of NRM employees only. No one other than NRM employees are to be transported in company vehicles unless it is related directly to business matters of NRM, due to insurance liability issues. No Pets (dogs, cats, birds, etc.) will be allowed in any NRM company vehicle at anytime.

9. Confidentiality. Employee will not, either during employment with NRM or at any time thereafter, discuss with other employees their pay rate, hourly or salary, or any other benefits provided to the employee by NRM. If an employee is found to have disclosed this information they can be subject to disciplinary action up to and including termination of their employment with NRM.

a. Trade secrets, which are used by NRM and which give it an opportunity to obtain an advantage over competitors who do not know those trade secrets.

10. Injunction Relief. Employee understands that in the event Employee violates any provision of this Agreement, NRM will have the full right to seek injunctive relief, in addition to any other existing rights provided in this agreement or by operation of law, without posting bond.

11. Attorney's Fees, Costs, Venue. In the event of litigation arising out of this agreement, the parties agree the exclusive venue for such litigation shall be in the County of NRM's primary place of business. The parties agree that if NRM prevails in any litigation the Employee shall pay the NRM's reasonable attorneys' fees and costs.

12. Scope and Term of Agreement. Employee understands this agreement applies regardless of whether there are any changes in Employee's job duties, job title, and/or the location of the place of work. This agreement shall remain in full force and effect if Employee voluntarily terminates employment and thereafter is rehired; under such circumstances, Employee need not execute a new agreement, but will be bound by the terms of this agreement.

13. Severability. If any provision of this Agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.

14. Modification. This agreement may not be waived, changed, modified, abandoned, or terminated, in whole or in part, except by an instrument signed by NRM and by Employee.

15. No Other Agreements. There are no agreements between the parties other than those set forth herein. The parties intend this document to be a full and complete statement of their agreement, and all prior discussions are merged into this

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document. NRM has made no representations to Employee other than those specifically set forth herein.

16. Assignability. Employee agrees that the terms of this agreement will continue in full force and effect if NRM or substantially all of its assets is/are acquired by another owner.

Signature Page.

_____ Dated _____
Employee

Nevada Railroad Materials, Inc.

By: _____ Dated _____

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