

[REDACTED] n [REDACTED] ins
[REDACTED] is [REDACTED] ne
Ridgefield, CT 06877

May 21, 2018

Dear John,

We are pleased offer you the following employment opportunity:

1. Role and Responsibilities

Your title will be President and Chief Executive Officer of [REDACTED] ies Group, LLC (hereinafter, referred to as the "Company") reporting to Board of Directors. The Effective Date (hereinafter, referred to as the "Effective Date") of this Agreement will be September 6, 2017. In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound the parties agree as follows:

2. Term of Employment

The Term of this Agreement shall commence on the Effective Date and shall continue for a period of two years (2) years (hereinafter referred to as the "Initial Term"). Thereafter, the term of the Agreement shall be automatically extended for successive and additional one (1) year periods (each of which is hereinafter referred to as the "Subsequent Term"). Any Term of this Agreement is subject to early termination in accordance with the provisions set forth in Section 4 hereof.

3. Compensation and Benefits

You shall be entitled to:

3.1 Base salary at the annual rate of \$250,000 which will be paid in accordance with the standard payroll practices of the Company, but not less than bi-monthly. Your base salary will increase to \$275,000 on 9/1/18. Thereafter, your salary will be reviewed annually by the Board of Directors to determine if the amount your Base Salary should be increased considering your duties, responsibilities, and performance. Additional increases, if awarded by the Board of Directors, will occur on September 1st of every year if this Agreement is in effect.

3.2 You will be eligible to participate in the Company's annual cash incentive bonus. Your 2018 cash incentive will be based upon achievement of specific annual revenue, gross profit targets, and EBITDA. The cash incentive bonus will be paid on or before 4/1/19 if certain annual revenue, gross profit, and EBITDA targets are met in accordance with the Company's Cash Bonus Plan.

3.3. You will be eligible to participate in health benefits, life insurance, as well as any other retirement plans offered by the Company on the same terms and conditions as offered to other employees of the Company