



**We make car washing easy!™**

**www.SonnysDirect.com**

2016 DEC 23 11:11:25

December 12, 2016

U.S. Department of Labor  
Employee Benefits Security Administration  
Top Hat Plan Exemption, 200 Constitution Avenue, N-1515  
Washington, DC 20210

**2520170120070**

Sonny's Enterprises, Inc. has maintained a plan for one employee (Anthony Analetto) primarily for the purpose of providing deferred compensation for this one highly compensated employee. Only one such plan exists and only the one employee was covered by the plan.

Plan Sponsor:  
Sonny's Enterprises, Inc.  
EIN: 06-1312117  
5605 Hiatus Rd.  
Tamarac, FL 33321

Name of Plan:  
Anthony Analetto Bonus Agreement

Please let me know if you have any questions at 954-720-4100 ext 103.

Sincerely,

David Shield  
CFO



**Toll Free: 800-327-8723**

SONNY'S Enterprises, Inc.

Tel: 954-720-4100 Fax: 954-724-4288 | 5605 Hiatus Road Tamarac, FL 33321

## Bonus Agreement

This Bonus Agreement (this "Agreement") is made this 11 day of March, 2015, by and between Anthony Analetto (hereinafter referred to in this Agreement as "Anthony") and Sonny's Enterprises, Inc., a Delaware corporation (hereinafter referred to in this Agreement as the "Corporation").

### RECITALS

- (A) Anthony has been employed by the Corporation since March 2000.
- (B) Anthony is currently employed by the Corporation as President of the equipment division, and Anthony has significant management responsibilities relating to the Corporation.
- (C) As recognition of Anthony's past and future services to the Corporation, the Corporation wishes to memorialize a bonus agreement which is set forth in this this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, for themselves, their successors and assigns, hereby agree as follows:

1. **True Statements**. The aforesaid recitals and statements are true and correct in all material respects.
2. **Annual Bonus Based on Net Income**. If Anthony is a full-time employee of the Corporation on December 31<sup>st</sup> of any calendar year starting in 2015, then the Corporation shall pay Anthony a bonus for such calendar year in the amount of ten percent (10%) of the Corporation's net income for such calendar year. The determination of net income for this purpose shall be based on the accounting practices used in prior determinations of net income when Anthony received a similar bonus. The Corporation shall pay the bonus for a calendar year in cash (by wire transfer, check, or other means agreed to by the parties) in a lump sum by May 1<sup>st</sup> of the following calendar year.
3. **Bonus Upon Retirement**. When Anthony retires from the Corporation, the Corporation shall pay Anthony the Retirement Amount, payable by the Corporation in ten (10) equal annual payments, with the first payment due within 120 days of retirement, and the nine (9) successive annual payments due on the anniversary date of the first annual payment. Anthony shall be considered as retired from the Corporation when Anthony ceases to be employed by the Company for any reason, including but not limited to Anthony's voluntary retirement from employment or Anthony's death prior to his voluntary retirement. If Anthony's death is the event of retirement, or Anthony dies after his retirement and prior to receiving the full payment of the Retirement Amount, then the Retirement Amount or any portion of the Retirement Amount that has not been paid as of Anthony's death shall be payable in the manner set forth in the preceding sentence to Anthony's estate or to the beneficiaries of Anthony's estate as directed by the personal representative (executor) of Anthony's estate. However, if Anthony is terminated for cause as provided in Section 6 of this Agreement, then Anthony shall not be entitled to the bonus for the Retirement Amount. In addition, if Anthony is employed by or

consults with a competitor of the Corporation at any time prior to the final annual payment of the Retirement Amount that is due to Anthony, then Anthony shall not be entitled to any annual payments of the Retirement Amount that have not been paid as of the first date that Anthony is employed by or consults with the competitor of the Corporation.

For purposes of this Agreement, the "**Retirement Amount**" means the fair market value of ten percent (10%) of the shares of the Corporation. Such valuation shall be determined by a qualified appraiser selected by the Corporation for this purpose in the sole discretion of the Corporation. For purposes of this valuation, the appraiser shall assume that all shares of the Corporation have equal rights, including but not limited to voting and distribution rights, and the appraiser shall take into account the applicable valuation discounts that would apply to 10% of the shares of the Corporation for lack of marketability and minority interest as if such shares were sold to an unrelated third party.

4. **Withholding and Other Payments.** The Corporation may withhold Federal income taxes and other standard deductions from the bonuses payable to Anthony pursuant to this Agreement.

5. **Other Regular Compensation.** During Anthony's full-time employment by the Corporation, Anthony shall continue to receive his regular compensation and benefits in the manner otherwise agreed to with the Corporation.

6. **Termination for Cause.** If Anthony is terminated as an employee of the Corporation for cause, then this Agreement shall terminate and shall be of no further force or effect. Accordingly, if Anthony is terminated for cause, Anthony will not be entitled to any further bonuses pursuant to this Agreement.

For purposes of this Agreement, "**for cause**" shall mean only the following:

(1) Anthony is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

(2) Anthony is determined by the Corporation's Board of Directors (the "**Board**") to have (i) acted in bad faith and to the detriment of the Corporation; (ii) refused or failed to act in accordance with any specific direction or order of the Corporation which is consistent with the services to be provided by Anthony as an employee of the Corporation, or (iii) exhibited in regard to Anthony's employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect or incompetence. The Board's determination of cause pursuant to this provision shall be by the affirmative vote of a majority of the voting members of the Corporation's Board at any regular or special meeting at which a quorum (as defined in the Corporation's Bylaws) is present, provided that notice and a statement of the cause shall have been provided to Anthony at least ten (10) days before any such meeting, and Anthony shall have the opportunity to appear in person, with or without counsel, to present any defense to such charges before action is taken.

7. **Assignment.** Neither party shall have the right to assign or delegate its rights or obligations under this Agreement, or any portion thereof, to any other person.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the local laws of the State of Florida without reference to that state's rules regarding choice of law.
9. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, both written and oral, among such parties with respect to such subject matter. There are no representations, promises or undertakings other than those expressly set forth in this Agreement.
10. **Amendment.** This Agreement may not be amended or modified in any way, except by a written instrument executed by Anthony and the Corporation (or their respective successors in interest, if any).
11. **Benefits; Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors, and assigns.
12. **No Waiver.** No waiver of any of the provisions of this Agreement will constitute a waiver of any other provisions of this Agreement, nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.
13. **Severability.** If any provision, term, or condition of this Agreement is held to be illegal, invalid, or void for any reason whatsoever, by any court of competent jurisdiction, and such declaration shall be finally upheld on any and all appeals and petitions taken therefrom, this Agreement shall be read as if such illegal, invalid or void provision were not a part of this Agreement, and the remainder of this Agreement shall remain in full force and effect.
14. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.
15. **Attorneys' Fees.** If any party shall retain or engage an attorney or attorneys to collect or enforce or protect such party's interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of collection, enforcement, or protection, including reasonable attorneys' fees, whether or not suit is brought and through all appeals.
16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement which may be evidenced by any one counterpart. Any counterpart may be executed by facsimile or any image transmitted by electronic mail (such as a portable document format (PDF) file) which shall be treated the same as a manually signed original. This Agreement may be executed in multiple originals, each such original having equal force and effect. ***[Counterpart Signature Pages Follow]***



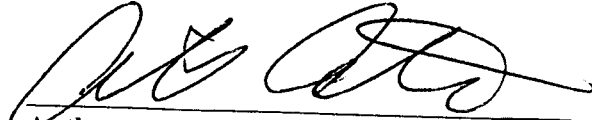
**Counterpart Signature Page for Employment Agreement between Anthony Analetto and Sonny's Enterprises, Inc.**

This Agreement has been executed by the undersigned party to this Agreement as of the date first above written.

**First Witness:**

Sign name: 

Print name: Nick Fazio



Anthony Analetto

**Second Witness:**

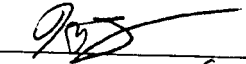
Sign name: 

Print name: Melanie Desrosiers

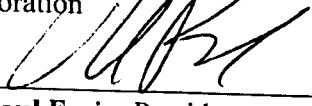
**Counterpart Signature Page for Employment Agreement between Anthony Analetto and Sonny's Enterprises, Inc.**

This Agreement has been executed by the undersigned party to this Agreement as of the date first above written.

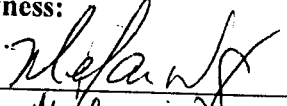
**First Witness:**

Sign name:   
Print name: Nick Fazio

**Sonny's Enterprises, Inc.**, a Delaware corporation

By:   
**Paul Fazio, President**

**Second Witness:**

Sign name:   
Print name: Melanie Demsey

**Sonny's Enterprises, Inc.**  
**(a Delaware corporation)**

**Written Consent of the Sole Director in Lieu of Board of Directors' Meeting**

The undersigned, being the sole Director of **Sonny's Enterprises, Inc.**, a Delaware corporation (the "**Corporation**"), does hereby waive notice, and consents without a meeting of the board of directors of the Corporation (the "**Board of Directors**"), to the adoption of the following resolution:

**RESOLVED**, that the Bonus Agreement between the Corporation and Anthony Analetto, as prepared by the Corporation and agreed to by Anthony Analetto, is approved and adopted, and the undersigned, as President of the Corporation, is hereby authorized, empowered and directed to execute and deliver the Bonus Agreement for, in the name and on behalf of the Corporation.

The undersigned, constituting the sole Director of the Corporation, has executed this written consent to action, and this written consent shall be effective as of the date signed by the undersigned.

Director:



\_\_\_\_\_  
Paul Fazio

Date:

\_\_\_\_\_  
3/11/15

Sonny's Enterprises, LLC  
9606 Hinton Rd  
Tomball, FL 33321

US Department of Labor  
Employee Benefits Security Administration  
TOP Hat Plan Exemption  
200 Constitution Ave, NW, N-1515  
Washington, DC 20210