

AGREEMENT WITH CONTRACTOR FOR ACCOUNTING, TAX, AND CONSULTING SERVICES

This Agreement is made on June 3, 2011, between C H Services, LLC (“the Company & ALL ITS RELATED AFFILIATES AND COMPANIES”), an Ohio company located at _____, Gahanna, OH 43230, and Romans 1 Financial, LLC (“the Contractor”), located at 947 E Johnstown Road, Suite 165, Gahanna, OH, 43230, in consideration of the mutual promises and conditions contained in this Agreement. The Company and Contractor agree as follows:

Definitions

- As used in this contract, the following terms shall have the following meanings:
- “Contractor” refers to the party to this contract, Romans 1 Financial, LLC.
- “The Company” refers to the party to this contract, C H Services LLC & all related affiliates and Companies.

Scope

- This agreement outlines the obligations of the Company and the Contractor for Accounting, Tax, and Consulting Services performed by the Contractor as discussed herein. This contract does not imply, nor guarantee employment by the Company, nor does it imply contractual obligations of the Company or the Contractor beyond the extent detailed within this document.

Service Descriptions

Accounting, Tax, and Consulting Services:

- **Assist the Company with tax preparation and tax planning.**
- **Assist the Company with capital account management.**
- **Assist the Company with book-keeping systems and resources.**
- **Assist the Company with financial evaluations, advice, and networking.**
- **Assist the Company with monthly, quarterly and annual financial reporting.**
- **Assist the Company with fair asset valuations as required.**
- **Assist the Company in other matters as agreed upon.**

Communication:

- As part of this Agreement, pertinent communication between the Contractor and Company must be documented by the Contractor in writing (e-mail or otherwise).
- As part of this Agreement, ALL communication between Company clients and the Contractor must be documented by the Contractor in writing (e-mail or otherwise).

Meetings

- As part of the team, the Contractor must be present for requested meetings via conference call or in person.

Travel

- The Company will reimburse the Contractor with pre-approved travel expense money for visiting sub-contractors or shared customers if requested by the company. After the first four trips, mileage for travelling to and from Company offices and worksites shall be reimbursed by the Company at the current IRS mileage deduction rate.
- The Contractor will submit travel expense report/receipts to Company for reimbursement at the same time that Contractor submits the monthly invoice for Compensation.

Compensation

- The Company will pay Contractor according to the attached fee schedule(s) for work performed on behalf of the Company. During the month following, Contractor shall provide Company with a monthly invoice detailed by type of work, and Company must pay Contractor within 10 business days following receipt of the invoice. If payment is not received by the 10th business day, a late fee of 2% per month, prorated by day, shall be charged to Company.

Non-Disclosure/Non-Compete/CONFIDENTIALITY

- The parties agree to keep confidential and to not use or disclose proprietary information of the other party other than as contemplated by this Agreement. All investment information and any Company related information are the property of the Company. Contractor agrees that it will never disclose such information to any parties without consent from Company.

Termination and Renewal

- This is a 12 month contract beginning May 1, 2011 and will automatically renew annually thereafter unless the parties agree in writing to the termination of the contract.
- Either party may cancel contract by providing 30 day advance written notice.

Compensation upon termination

- **Termination by Company- Compensation continues for 60 days after termination date**
- **Termination by Contractor- Compensation continues for 30 days after termination date**

Arbitration

- Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in OHIO in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

Independent Contractor

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture partner with the Company for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Modification or Amendment

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Entire Understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Signed,

Partner
C H Services, LLC

Date

Steven D. Cox, Owner
Romans 1 Financial, LLC

Date