

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “**Agreement**”) is executed effective as of **September 26, 2016**, by and between CRANFORD JOHNSON ROBINSON WOODS, INC., an Arkansas corporation (the “**CJRW**”), and GARY HEATHCOTT, an individual with residences in Arkansas and Texas (“**Heathcott**”).

This Agreement replaces and supersedes all elements of Consulting Agreement dated April 1, 2015 between CJRW and Heathcott and executed by Wayne Woods and Gary Heathcott. This Agreement also replaces and supersedes all elements of Consulting Agreement dated August 1, 2016 between CJRW and Heathcott and executed by Darin Gray and Gary Heathcott.

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated April 30, 2015, by and between CJRW, Heathcott Associates, Inc. (“**Seller**”) and Heathcott (“**Asset Purchase Agreement**”), CJRW acquired Seller’s client list from Seller’s marketing, advertising, and public relations business;

WHEREAS, CJRW desires to retain Heathcott to provide ongoing consulting and advisory services to CJRW in connection with CJRW’s marketing, advertising, and public relations business, including, without limitation, serving as a liaison and facilitator between CJRW and its clients, customers, advertisers, vendors, production and distribution relations and others with whom CJRW transacts business or otherwise associates within furtherance of the business of CJRW (collectively, the “**Consulting Services**”); and

WHEREAS, as a material inducement to the parties to consummate the transactions contemplated by the Asset Purchase Agreement, the parties hereto have agreed to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ENGAGEMENT. CJRW hereby engages Heathcott as a consultant and independent contractor, and Heathcott hereby accepts such engagement, in each case, upon the terms and conditions contained in this Agreement.

2. TERM. The term of this Agreement shall begin on the date of this Agreement and shall continue for a period of up to five (5) years (the “**Term**”); provided, however, CJRW and Heathcott may extend the Term on mutually agreeable terms and conditions. The foregoing term notwithstanding, Heathcott shall retain exclusive and sole right to terminate this Agreement at any time during the period September 26, 2016 and until September 30, 2021 by providing not less than thirty (30) days prior written notice to CJRW. Notwithstanding, CJRW retains the

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right to enforce any violation by Heathcott of other elements within this agreement as well as vioations of the published employee handbook.

3. CONSULTING SERVICES. Upon request by CJRW, Heathcott shall devote such amount of his time during the Term as is necessary to provide the Consulting Services at such days and times as deemed necessary exclusively and solely by Heathcott. Heathcott shall use his reasonable efforts to provide consulting to CJRW regarding any issue related to the operation of the business upon which CJRW requests consulting.

4. BASE COMPENSATION. In exchange for Heathcott providing the Consulting Services under this Agreement, CJRW shall pay to Heathcott a minimum of Two Hundred and Thirty Four Thousand Dollars (~~\$228,400.00~~) per year during the Term, payable in bi-monthly installments on the fifteenth (and the last day of each month to the accounts specified by Heathcott.

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5. BONUS PROGRAM. In accordance with the Asset Purchase Agreement of April 30, 2015, Heathcott shall be paid an annual bonus based upon performance and new business development efforts. Such bonus shall be determined by the Executive Committee of CJRW, unless otherwise directed by the company CEO. Such bonus shall begin with the CJRW fiscal period beginning October 1, 2015 and ending September 30, 2016 and shall continue through CJRW fiscal period ending September 30, 2021.

6. EXPENSES. CJRW shall pay all, out-of-pocket travel and other costs and expenses reasonably incurred by Heathcott in connection with the performance of the Consulting Services. The expenses include, without limitation, air travel to and from San Antonio, Texas, not to exceed \$17,000 annually; a monthly auto allowance of \$750.00; gasoline expenses; mobile telephones and internet expenses. Heathcott, and his wife Marilyn Louine, shall also be entitled to CJRW-funded health insurance. CJRW shall further pay directly to the vendors, a maximum of \$8,105.00 annually for Heathcott's life and disability insurance policies, including MetLife policy numbers 203118085ET, 213196714UT, and 6414063 AH, or replacements thereof such policies. In the event that premiums for any of these policies increase above the total of \$8,105.00 annually, Heathcott will be responsible for paying such increases.

7. INDEPENDENT CONTRACTOR STATUS. In performing the Consulting Services, Heathcott shall be an independent contractor and shall have no power or authority to bind CJRW or to create any obligation or responsibility, express or implied, in the name or on behalf of CJRW. Heathcott shall be solely responsible for payment of federal, state and local taxes on all payments to him under this Agreement, and CJRW shall have no responsibility whatsoever thereof. Notwithstanding anything herein to the contrary, Heathcott agrees to utilize CJRW's acceptable methods and procedures, required of all CJRW employees, in performing required Consulting Services.

8. CONFIDENTIALITY. Heathcott recognizes and acknowledges that the information provided to Heathcott by CJRW to perform the Consulting Services, including, without limitation, CJRW's business plan, the terms of all documents and agreements, all financial statements, all plans and designs related to the business, and relationships with customers is confidential information that CJRW considers valuable, special, and unique property of CJRW. Heathcott agrees that he will not disclose any such confidential information

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to any person or entity or use any such confidential information for any purpose other than providing the Consulting Services. Heathcott recognizes and agrees that violation of this Agreement will cause irreparable damage or injury to CJRW, the exact amount of which may be impossible to ascertain, and that, for such reason (among others), CJRW shall be entitled to seek an injunction, restraining any further violation of this Agreement and disclosure of confidential information. Such rights to any injunction shall be in addition to, and not in limitation of, any other rights and remedies CJRW may have against Heathcott.

9. TERMINATION. This Agreement shall automatically terminate in all respects and be of no further force and effect upon the death of Heathcott, and CJRW shall have no further obligations to Heathcott upon such termination

10. AGREEMENT NOT TO COMPETE. As additional consideration for the payments under this Consulting Agreement and CJRW's purchase of the Seller's Assets and performance of its obligations under the Purchase Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, during the Non-Compete Period (as defined below), Heathcott will not, directly or indirectly, own, manage, operate, control, be employed by, participate in, consult with, or be connected in any manner with the ownership, management, operation, or control of any business the same as or competitive with the Business within the Territory or for any Covered Client (regardless of where such client is located), with the exception of mutually approved business performed by and billed through Heathcott Associates and Iggster Consulting, a Texas Corporation. In the event of Heathcott's actual or threatened breach of the provisions of this paragraph, CJRW shall be entitled to an injunction restraining Heathcott therefrom. Nothing contained herein shall be construed as prohibiting CJRW from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages.

"Non-Compete Period" means the period commencing on the date hereof and ending with the termination of this agreement.

"Business" means the business of operating a marketing, advertising, and public relations business or providing marketing, advertising, and public relations services.

"Territory" means the State of Arkansas.

"Covered Client" means any client or customer of CJRW that has received services or a presentation for services within the twelve (12) month period immediately preceding the termination of Heathcott's services under this Agreement, expressly including, but not limited to, any client or customer of Seller on the Client List attached as Schedule 2(e) of the Asset Purchase Agreement.

11. MISCELLANEOUS.

(a) Assignment. This Agreement and the rights, obligations and duties of the parties hereunder shall not be assignable or otherwise transferable without the prior written consent of each party.

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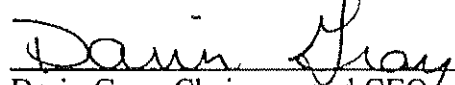
(l) No Joint Venture or Partnership. This Agreement shall not be considered to create any type of joint venture, partnership, or any other legal relationship between the parties in which either party shall share or be responsible for the debts or liabilities of the other party.

(m) Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year aforesaid.

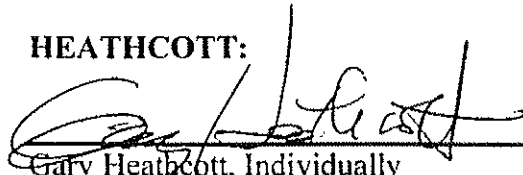
CORPORATION:

CRANFORD JOHNSON ROBINSON
WOODS, INC., an Arkansas Corporation



Darin Gray, Chairman and CEO

HEATHCOTT:



Gary Heathcott, Individually

