

JMCLAY AND ASSOCIATES

April 30, 2010

Ms. Eva Jackson
RHJ and Associates
Plaza Park Business Center
7641 South Freeway
Houston, TX 77021-5934

Dear Eva,

Our recent visit was a pleasure and I appreciate the opportunity to be of assistance to you.

Enclosed is an agreement for your consideration. When agreed upon or modified to your expectations, feel free to fax or email the signature page for execution.

Again, thank you very much for this opportunity.

Yours truly,

Joyce Moss-Clay

3618 Elmcrest Drive

Houston, Texas 77088

Tel: 281-591-8324 Fax: 281-260-0659 Cell: 713-319-4921 email: joy_mon04@att.net

JMClay0008

PERSONAL SERVICES AGREEMENT

This Personal Services Agreement (this "Agreement") is made this 30th day of April, 2010 between Eva Jackson ("Client") and *JMCLAY AND ASSOCIATES*, a d/b/a/ filed in Harris County Texas held by Joyce Moss-Clay, hereinafter referred to as ("*JMC*").

I. DURATION

This agreement will be effective for a period of 12 months commencing May 1, 2010 and terminating April 30, 2011.
Either party may terminate this Agreement upon thirty (30) days written notice.

II. PERSONAL SERVICES

In exchange for fees defined under Paragraph III, *JMC*, Principal, agrees to be available to consult with, and coach the Client in implementation opportunities for market share enhancement during the term of this agreement.

III. COMPENSATION

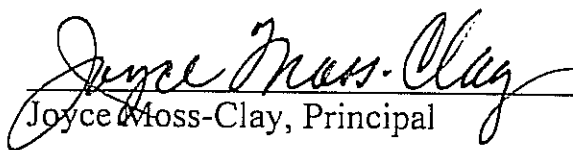
Client will pay a monthly retainer fee of \$2,000 to *JMC* for services as referenced in Paragraph II. Said payments will be made payable to *JMCLAY AND ASSOCIATES* and addressed to 3618 Elmcrest Drive, Houston, Texas 77088-6944.

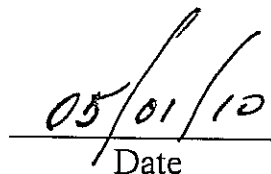
The Client shall pay the consultant on or before the 15th day of each month for which services are performed. *JMCLAY* will deliver an invoice on or about the last day of each month.

IV. Disability or Incapacity

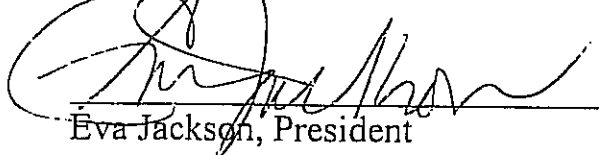
The services provided in this agreement by *JMC* are of a highly unique character, in that Joyce Moss-Clay is a nationally recognized expert in the field of business development and educational services. Therefore, it is expressly agreed and understood by Client that because of the unique quality of these services should Joyce Moss-Clay become disabled or incapacitated for any reason, to the extent that she is unable to perform the services contemplated by the parties, this Agreement will become null and void upon the date of said disability or incapacity. In the event that a dispute should arise between the parties as to whether a disability or incapacity has rendered *JMC* incapable of performing the services herein contemplated, it is agreed by both of the parties that a competent licensed physician, agreeable to both, will make that determination.

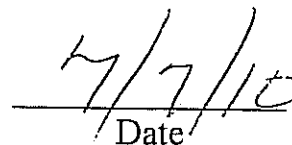
JMCLAY AND ASSOCIATES


Joyce Moss-Clay, Principal


Date

RHJ-JOC, Inc.


Eva Jackson, President


Date