

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement"), is made as of November 16, 2013, by and between [REDACTED] NG [REDACTED] MENT GROUP, LLC (the "Company"), a Delaware limited liability company, and [REDACTED] ES [REDACTED] AN ("Consultant").

WHEREAS, the Company desires to retain the Consultant as a consultant of the Company, and the Consultant desires to be so retained by the Company, on the terms and subject to the conditions more fully set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Company and the Consultant agree as follows:

1. Position and Duties. The Company hereby retains the Consultant on the terms and subject to the conditions of this Agreement. The Consultant will have the responsibilities and duties listed on EXHIBIT A; provided that it shall not be a violation of this Agreement for Consultant to manage his personal investments, to engage in other business activities (to the extent permitted by the Company's operating agreement (the "Operating Agreement")), and to engage in such civic, community, educational, charitable or religious organizations as Consultant may elect so long as such service does not materially interfere with the performance of Consultant's duties hereunder. The Consultant shall report to the Advisory Board and the Manager (as defined in the Operating Agreement) of the Company. It is expected that Consultant will devote approximately 48 hours per month to the responsibilities and duties listed on EXHIBIT A. There will be no specific office hours required. Consultant is also expected to

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